

Digitized by the Internet Archive
in 2011 with funding from
Boston Library Consortium Member Libraries

at Hatfield

Lib. E.

for recording Court matters &
Containing the Records of y^e Inferiour Court &
the Court of General Sessions of the Peace for y^e
County of Hampshire from the 1st Term 1758
to the Term of y^e Inferiour Court & in May 1762 both
included

1. Hampshire.

Anno Regni Regis Georgii Secundi.
magnæ Britannia Franciæ et Hiberniæ
Tripleximo primo -

At a Court of General Sessions of the Peace and at
an inferior Court of Common Pleas begun and held
at Northampton in and for the County of Hampshire
on the Second Tuesday of February being the fourteenth
Day of said Month Anno Domini 1750.

Joseph Dwight
Israel Williams
Josiah Dwight
Tim^r Dwight Jun^r }

Esquires

(Were now Commissioned Justices
of the Inferior Court And the said
Israel Josiah and Timothy were now
sworn accordingly - the S^r Joseph not
present is not sworn)

Timothy Dwight
Israel Williams
John Worthington
Elijah Williams
Josiah Dwight
Seth Field
William Williams
Joseph Hawley
David Moseley
John Ashley
Samuel Mather
Thomas Williams
Israel Ashley -

Esquires Justices of
the Sessions presents

Be it remembered That William
Williams of Hatfield in S^r County of
Hampshire Gent^r was by the S^r Justi-
ces of the said Inferior Court of Common
Pleas appointed their Clerk and also by
the S^r Justices of the S^r Court of Gen^r
Sessions of the Peace appointed their
Clerk and had the Oaths by Law
required administered to him accord-
ingly as a Certificate of the S^r Just^s
of the respective Courts afores^d on
file appears -

Jury of Trials

John Catlin Foreman
John Burt Jun^r
Nath^l Strong
Ephraim Right
Josiah Clarke Jun^r
Elisha Allis
Moses Dickinson
James Gray
Reuben Gunn
Daniel Fowler
Ben^r Miller
Noah Baker

De Tal^r

Elijah Williams
Ithamar Strong
Eliphaz Clap
Benj^r Parsons -

Grand Jury -

Nathaniel Brewer Fore^r
Thomas Morgan - absent.
Supply Kingsley.
John Hunt
Edmund Hubbard
Jon^{as} Smith 2^d
John Dickinson Jun^r
Remembrance Bardwell
Aron Phelps
Israel Dewey
Samuel Hindsell
Jonathan Field
Samuel Smith
Charles Hoar
Ebenezer Smith

David Ingersoll of Sheffield Gent. Plff. vs Benjamin Franklin Jun^r Husbandman Def^t In a Plea of Debt as the Writ on file appears. this Action was originally commenced to have been heard and tried at the Inferior Court of Common Pleas held at Northampton aforesaid on the first Tuesday of March 1757. by adjournment from that second Tuesday of February next preceding but was continued from Court to Court till this Court and now the Plff being three Times called was Non suit and the Def^t. Defaulted. Ingersoll Franklin

David Ingersoll Gent. Plff. vs Simon Willard Def^t. This Action was further continued by Consent of the Parties to the next Infer^r Court of Common Pleas to be held at Springfield for S^d County on the third ... Tuesday of May next Idern or Willard

Simoneon Dwight Gent. Plff. vs W^m Blackmer Yeoman Def^t. This Action was further continued by Order of Court to the next Inferior Court of Common Pleas to be held at Springfield for S^d County on the third Tuesday of May next Dwight Blackmer

Prudence Stoddard of S^d Northampton Gentlewoman Adm^r on the estate of John Stoddard late of said Northampton Esq^r. Dec^r. Plff vs Japheth Esqr^r Bush of Sheffield Yeoman Def^t. This Action was originally commenced to be heard and tried at the inferior Court of Common Pleas held at Springfield on the last Tuesday of August last but by Order of Court was then continued and by Order of Court has been continued till this Term and now the Plff being three Times called was Non suit & the Def^t default^d. Stoddard Bush

Elisha Marsh of the Place called Nanaganset N^o 2 in the County of Worcester Clerk Plff vs Samuel Kingsley of Northampton afores^d Yeoman Def^t. in a Plea of Ejectment of four Acres of Land viz Mowing or Grass land being the Plff's Close lying and being in Hadley in the County of Hampshire near the lower End of Korumum Swamp so called in Korumum Field and is bounded Southerly on a Small Neck of S^d Swamp that is undivided Easterly on the foot of A Hill that divides between said Swamp and the Upland Northerly on Land of Daniel Marsh & Westerly on Conneliutt River and Whereupon the Plff says that one Daniel Marsh being seized of the above described Land as of a Good and Absolute Estate of Inheritance in fee simple sold and convey'd of same and to the Plff to have and to hold to him and his Heirs in fee by virtue Whereof on the 24 Day of August last past the Plff entered into S^d Land and was thereof poss^d till the last Day of the same August When and where the Def^t viz on S^d last Day of said August last past with force & arms entered into S^d Land ejected and removed the Plff out of his Possession of the same and still unjustly holds him and other Wrongs therein did contrary to the Peace and to the Plff's Damage Twenty Pounds. Marsh Kingsley
This Action was originally commenced to have been heard and tried at the Inferior Court of Common Pleas held at Springfield for S^d County on the last Tuesday of August last at which Court the Def^t by his Attorney prayed to implead to the next Court that he might have Opportunity to view a Bleazer Peter Esq^r under Whom he holds to take the Defense of this Suit upon himself and the Action was accordingly continued. The Def^t appeared at the next Inferior Court held at Northampton on the Second Tuesday of November to which time this Action was continued and prayed for a new Continuance that he might vouch in the Heirs of the S^d Bleazer Peter Esq^r. [then late dec^d] to take the Defense of this Suit upon themselves & the Action was accordingly continued to this Term And now Bleazer Peter of Hadley in said County of Hampshire Gent. and Samuel Hopkins of said Hadley Clerk and Sarah his Wife and Ebenezer Williams of Somers^t Windham County in the Colony of Connecticut Esq^r and Jerusha his Wife said

Said Samuel and Ebenezer in Right of their said Wives by John -
 Marsh (Worthington Esq. their Attys. and Mary Porter of said Hadley Single -
 Woman and Elisha Porter by Sarah Porter of said Hadley Gentlewoman
 Kingsley and the aforesaid Eleazer Porter their Guardians all Heirs of Eleazer
 and their Porter Esq. late of s^d Hadley dec^d and Tenants by their Warrantes come
 into Court and reserving to themselves the Liberty of giving any
 special Matter in Evidence under the General Issue say the said
 Kingsley never ejected the Plff in Manner and Form as the Plff
 has alledged and thercof put themselves on the Country Upon which
 Issue being joind the Evidences produced in Court and read and
 the Parties fully heard it was committed to the Jury M^r John
 Catlin Foreman and Fellows Who returned their Verdict on Oath
 they find for the Debt Cost of Court - Its therefore Consider^d
 by the Court that the Debt shall recover against the Plff his
 Reasonable Costs laged at two Pounds One Shilling & Eight -
 Pence - - - The Plff by Joseph Hawley Esq. his Attorney appear^d
 ed from the Judgment of this Court to the next Superior Court
 of Judicature to be held at Springfield within and for y^e County
 of Hampshire on the fourth Tuesday of September next and
 recognized with Sureties as the Law directs for the Appellant's
 prosecuting his Appeal at s^d Superior Court with Effect as by s^d
 Recognizance on File may appear -

Kingsley
 Marsh. } Samuel Kingsley of Northampton aforesaid Yeoman Plff vs
 Elisha Marsh of the Naic called Narraganset N^o 2 in the County
 of Worcester Clerk Deft. in a Plea of Trespass for that said Elisha
 at Hadley in said County of Hampshire on the thirtieth Day of
 August A.D. 1756. with Force and Arms did break and enter One
 Close of the Plffs lying and being in Horanum Field (so
 called) in said Hadley and Part of said Close lies at the lower
 End of Horanum Swamp so called said Close bounds Southw^{ly} on
 a small Neck of said Swamp that is undivided Easterly on y^e foot
 of a Hill that divides between said Swamp and the Upland North
 w^{ly} on Land of Daniel Marsh and westerly on Connecticut River -
 and contains about four Acres and being so entered the said
 Elisha did then and there with force and Arms cut down and
 carry away Six Tons of the Plffs Grass till then growing on said
 Close of the Value of Nine Pounds lawful Money - and also for that
 the said Elisha at said Hadley on the twenty fourth Day of June
 last with like Force and Arms did again break and enter the same
 Close of the Plffs and being so entered did then and there viz on said
 24. Day of June cut down and destroy Six Tons more of the Plffs Grass
 then growing on said Close of the Value of other Nine Pounds law^{ful}
 Money contrary to Law and the King's Peace and to the Damage of
 the Plff twenty Pounds - This Action was originally commenced
 to be heard and tried at the Inferior Court of Common Pleas held
 at Springfield on the Last Tuesday of August last but was then
 continued by the Consent of the Parties to the Next Court held at
 Northampton afores^d on the Second Tuesday of November last at which
 Court the Parties appear^d and agreed to a further Continuance &
 the Action was accordingly continued to this Court And Now Both
 Parties appear^d and the Deft comes and defends and pleads that
 he is not guilty in Manner and Form as the Plff in his Declaration

has alledged (having first reserved Liberty to give any special Matter in Evidence) and of this part himself on of Country Kingsley
upon which Issue being joind and the Evidence produced in Court
and Read and the Juries heard the Case was committed to the Marsh.
Jury Mr. John Gattin Foreman and Tellors Who returned their
Verdict on Oath that they find for the Plt four Pounds five
Shillings and four Pence Damages and Cost of Court -
It is therefore considered by the Court that the Plt shall recover
against the Deft the Sum of four Pounds five Shillings and four
Pence lawful Money Damages and Cost of Court taxed at \$5.9.3.
The Deft by Joseph Hawley Esq his Attorney appears from the
Judgment of this Court to the next Superior Court of Judicature to
be holden at Springfield in and for the County of Hampshire on
the fourth Tuesday of September next and recognized with Sureties
as the Law directs for prosecuting his Appeal with Effect as by
said Recognizance on file appears

Robert Old of Sheffield Plt vs Miriam Ashley of Westfield Execut^r of the last Will and Testament of Noah Ashley Esq. Def^t in a Plea of the Case &c. This Action was further continued under the original Reference to the Next Court of Common Pleas to be holden at Springfield aforesaid on the Third Tuesday of May Next

Robert Old of Sheffield Plt vs Miriam Ashley of Westfield Execut^r of the last Will and Testament of Noah Ashley Esq. Def^t in a Plea of the Case &c. This Action was further continued under the original Reference by Order of Court to the Next Inferior Court of Common Pleas to be holden at Springfield for the County of Hampshire on the Third Tuesday of May next

John Worthington & Josiah Dwight both of Springfield Esq. vs Miriam Ashley Gentlew^m & al^l Execut^rs of the last Will and Testament of Noah Ashley Esq. def^t. Plt^s vs Robert Old of Sheffield Def^t in a Plea of the Case &c. This Action was further continued under the original Reference by Order of Court to the Next Inferior Court of Common Pleas to be held at Springfield for the County on the Third Tuesday of May Next

William Patterson Plt vs Samuel Patterson Def^t. &c. This Action was further continued under the Original Reference by Order of Court to the Next Inferior Court of Common Pleas to be holden at Springfield for the County of Hampshire on the Third Tuesday of May Next

John Rutherford Plt vs Anthony Austin Def^t. &c. This Action was further continued by Order of Court to the Next Inferior Court of Common Pleas to be held at Springfield within and for the County of Hampshire aforesaid on the Third Tuesday of May Next

Simon Willard Plt vs David Ingersoll Def^t. &c. This Action was further continued by Order of Court together with the Consent of the Parties to the Next Inferior Court of Common Pleas to be holden at Springfield within and for the County of Hampshire on the Third Tuesday of May Next

Agnes Hamolton of Blandford in the County of Hampshire Adm^r.
 on the Estate of her late Husband Amour Hamolton Dec^d App^t from a
 Judgment of Court had before John Worthington Esq^r One of his Majesty's
 Justices of the Peace for the S^d County at his Dwelling House in Springfield
 in said County on the fifth Day of Sept 1757. When and Where David
 Ingersoll of Sheffield in the S^d County Gent^l was Deft. and the the S^d
 Agnes the Plff. Demanding against the S^d David the then Deft. One Pound
 Seven Shillings and two Pence lawful Money to ballance Accounts as the
 Record of S^d Court on file appears at which Court the S^d David Recovered a
 Judg^t for his Costs vs David Ingersoll auct^r App^t. This Appeal was
 made to the Inferior Court of Common Pleas holden at Northampton on y^e
 second Tuesday of November last and then originally entered but by the
 consent of the Parties the Action was continued to this Court and Now the
 Deft being three Times solemnly called made Default of Appearance
 in Court. It is therefore Considered by the Court that the App^t shall
 recover against the App^{ee} the Sum of One Pound Seven Shillings and
 two Pence lawful Money Damages and Cost of Court last of £3. 4. 2.
 Given at May 19. 1758.

Adonijah Russell Jun^r of Drimfield in the County of Hampshire
 Yeoman App^t vs Simeon Hubbard of S^d Drimfield Yeoman App^{ee}
 from a Judgment of a Court had before John Worthington Esq^r one of
 his Majesty's Justices of the Peace for the S^d County at his Dwelling
 House in Springfield in S^d County on the 7th Day of Nov^r 1757. When
 and Where the S^d Simeon was Plff and the S^d Adonijah the Deft. in a Plea
 that the Deft render to the Plff forty Shillings which he had forfeited to
 the Plff and owed to him and unjustly detain'd from him and Where
 upon the Plff says that at S^d Drimfield on the Third Day of May last
 the said Adonijah did then and there with Tools and Arms set fire
 to a Piece of Wood Land belonging to the Deft lying near to a Wood Lot of
 the Plff which contains One Hundred Acres bounded East on the Deft's
 own Land West on the Highway North on Adonijah Russell Sen^r Land
 and South on Land in the Possession of Hannah Russell and did
 wittingly and willingly let said fire so by him y^e Deft set aforesaid
 burn over sundry Wood Lots laid out in Severally and inclosed &
 in Particular the said Lot of the Plff above described lying unin-
 closed contrary to the Law of this Province in such Cases made and
 provided in the 26 Year of his present Majesty's Reign Entitl'd an
 Act to prevent firing of Woods whereby by said Act or Law the Deft
 hath forfeited to the Plff (he suing in the same) forty Shilling, with full
 Costs of Suit - yet tho often requested hath never paid the same but
 unjustly Neglects to do it to the Plff. Damages forty Shillings - By
 the Consideration of Which said Justice at the afores^d Court had before
 him the said Simeon then the Plff recovered a Judgment ag^t the said
 Adonijah for the Sum of forty Shillings Money Debt and Cost of suit
 taxt at two Pounds, nine Shillings and six Pence half Penny - from
 which Judg^t the S^d Adonijah appeal'd to the Next Inferior Court of Common
 Pleas to be held at Northampton for the S^d County on the Second Tuesday
 of November then Current and requir'd as the Law directs to prose-
 cute his Appeal with Effect as y^e Records of the S^d Justice on file
 appears. at which last mention'd Court the App^t originally entered
 this Appeal that Action might have been then heard and try'd. but y^e
 Action was Continued by Consent of the Parties to this Court and
 Now the Parties appear'd. And the App^t now plead and says he owes the
 App^{ee} Nothing in Maner and Form as the App^{ee} in his original Plea has
 alledged and thereof puts himself on the Country Upon which Issue
 being join'd and the Parties fully heard the Case was committ'd to the
 Jury M^r John Gattin being foreman Who return'd their Verdict on
 Oath that they find for the App^t Reversion of the former Judgment
 and Cost of Court. It is therefore Considered by the Court that the
 former Judgment be and hereby is reversed and that the App^t shall
 recover ag^t the App^{ee} Cost of Courts taxt at £4. 11. 2.

Thomas Dewey Jun^r of Westfield Attorney to Tho^s Dewey Sen^r Dewey
and Israel Dewey of Sheffield Attorney to Israel Dewey Sen^r Dewey
and Elisha Parks of Westfield aforesaid all in the County of Hamp^{sh}ire
shire appeared at the last Inferior Court of Common Pleas holden at
Northampton for the County of Hampshire on the Second Tuesday of
Nov^r last and entered into a Rule of Court to refer all Controversies and
Demands respecting a bond of two Hundred Pounds under the Hand
of the said Israel Dewey the Second and Elisha Parks, Dated the 4th
Day of Dec^r 1756 Conditioned for the Main Tenance of the s^d Tho^s Dewey Sen^r which was by Order of s^d Court continued (under the
Reference there on file) to this Court and Now the Referees to Whom
the s^d Controversies were referd make Report in the Words following viz -
that they award and determine that the said Israel & Elisha pay to the s^d
Thomas Dewey the Sum of Two Pounds on Account of One half of an
Acrear due to the said Tho^s for his past Support since the 4th Day of
Sept. 1756 and furthermore that the s^d Israel and Elisha annually pay
to the s^d Tho^s the Sum of Ten Pounds viz the Sum of five Pounds on the
first of November annually and the Sum of five Pounds the first of May
annually for their Part of the Support and Maintenance of him the said
Tho^s and Wife during his Natural Life and in Case the s^d Tho^s or his
Wife during his Natural Life should require a greater Sum by Reason of
Increase of any other extraordinary Circumstances that then One half of
an additional Sum be allowed and paid the said Tho^s by the s^d Israel
and Elisha according as the Amounts shall be hereafter exhibited to this
Court and well vouch^d. It is therefore considered by the Court that the said
Thom^s Dewey shall recover against the said Israel and Elisha the
Sum of Two Pounds Lawfull Money Debt. and also that the said
Israel & Elisha shall pay y^e Sum of five Pounds on the first of Nov^r
and five Pounds on the first of May annually for the Support of
the s^d Tho^s and Wife during his Natural Life and one
half of an additional Sum if required during his Life according
as the Amounts shall be hereafter exhibited to this Court well
vouch^d.
Ex^{ta} J^{ud} for the Debt March 10th 1758.

Thomas Dewey Jun^r of Westfield Att^o to Tho^s Dewey Sen^r of s^d West
field in the County of Hampshire And Israel Dewey of Sheffield in
the same County appeared at the last Court of Common Pleas held at
Northampton on the Second Tuesday of Nov^r last and entered into
a Rule of Court to refer all Differences subsisting between the said
Tho^s Dewey Sen^r and said Israel Dewey And the Case was then
continued under the Reference there on file to this Court and Now the
Referees reported that find and award Nothing to either Party in
this Case

Caleb Balden of Danbury in Fairfield County in the Colony of Con^{necticut}
inhabit^{ant} Yeoman Pl^{ff} vs Joshua Sebaron of Sheffield in the County of
Hampshire Yeoman and David Hotchkiss late of said Sheffield now
Resident at Danbury afores^d Yeoman Def^{ts} in a Plea of the Case
wherein Re demand^{ed} ag^t the Def^{ts} fifteen Pounds Seven Shillings &
four Pence New York Money due by their Note dated at Sheffield the
6th of June 1757. with the Interest of the same as by the Writ on file
is at Large set forth - The Parties appeared, and the s^d Joshua one of the
Def^{ts} comes and defend^s, and pleads that He never ejected the Pl^{ff} in Man
ner and Form as He supposes. And the Pl^{ff} agreeing the Def^{ts} may
alter his Plea at the Appeal pleads & says the Def^{ts} Plea is insufficient
in Law and that He holden to make Answer & prays Judg^t thereof and
Judgment for his Damages and Cost. And the Def^{ts} say his Plea is suffi
cient. It is therefore Considered by the Court that the Pl^{ff} shall reco
ver against the said Joshua the Sum of 11. 19. 1. law^d M^o Dam^{ts} and
Cost of Court paid at 2. 18. 3.

The.

4.
The said Joshua the Deft. by Joseph Rowley Esq. his Att^y appeal^d
from the Judgment of this Court to the Next Superior Court of Judi-
cature to be holden at Springfield within and for the County of Hamp-
shire on the fourth Tuesday of September Next and recognized with
Sureties as the Law directs in Behalf of J^r. Joshua for his prosecuting
his Appeal there with Effect as by R^ecognizⁿ on file appears

Joseph Hylliar of South Hadley in the County of Hampshire Gent.
App^t vs Josiah Raymond of Hadley in said County Cordwainer
App^t from a Judgment of a Court held at Northampton afores^d before
Samuel Mathew Esq^r. One of his Majesty's Justices of the Peace for
County When and Where the said Josiah was Plt^f and the J^r. Joseph
Deft in a Plea of the Case for that the Deft on the 28th of Sept. last at
Springfield in s^d County by his Note for Value rec^d promised to pay the
Plt^f One Pound Nineteen Shillings and Nine Pence within One Month
from said 28th Day of Sept. yet the Deft had not paid the Contents of
said Note or any Part thereof to the Plt^f but neglected to his Damage
as he said forty Shillings. At which Court the said Josiah by the Consi-
deration of the said Justice recovered a Judgment ag^t the J^r. Joseph
for the Sum of One Pound Nineteen Shillings and Nine Pence lawfull
Money Damages And Cost of Suit taxed at Ten Shillings and Ten
Pence from which Judgment the said Joseph appeal^d by his Att^y
to this Court and recognized to prosecute the said Appeal here to Effect.
And Now the Party's appear^d. And the said Joseph the original
Deft now pleads and says, reserving Liberty to give any thing in
Evidence under the General Issue that might have been specially
pleaded that he never promised in Manner and Form as the Plt^f
in his Dec^r on alledged and hereof puts himself on the Country
Upon which Issue being joind the Evidences produced and read and
all Things fully discuss^d the Case was committed to the Jury Mr.
John Cotton Foreman and Fellows Who returned their Verdict on
Oath that they find for the Appeller Affirmation of the former
Judgment and Cost of Court. It's therefore Considered by the
Court that the former shall be and hereby is affirmed and that
the said Raymond shall recover against the J^r. Hylliar the Sum
of £. 19. 9. lawfull Money Darn^d Cost of Courts layd at £. 3. 7.
Exp^d on if^t 27. Feb^r. 1758.

Samuel Smith of Hatfield in the County of Hampshire Gent.
Plt^f vs Ephraim Rice of Hardwick in the County of Worcester hus-
bandman Def^t in a Plea of the Case wherein the Plt^f demands against
the Deft Seven Pounds Sixteen Shill² which he promised to pay the Plt^f
by his Note for Value rec^d bearing Date at a Place call^d Hardwick in
Northampton afores^d the 1st of Dec^r 1756 within one Year from s^d Date but
has yet neglected to the Plt^f Damage Eleven Pounds as by the Writ.
In this Case the Deft being three Times solemnly called made Default
of Appearance in Court. It's therefore considered by the Court that
the Plt^f shall recover against the Deft the Sum of Six Pounds four
Shillings lawfull Money Damages and Cost of Court taxed at one
Pound Twelve Shillings and five Pence. After all which the Deft
came into Court and appeal^d from the Judgment of this Court to
the Next Superior Court of Indidature to be holden at Springfield
within and for the County of Hampshire and recognized with Sureties
in the Form the Law prescribes for prosecuting his Appeal there with
Effect as by his Recognizance on file appears

Samuel Smith of Hatfield in the County of Hampshire Gent. Plt^f vs
Nathaniel Rogers of Leominster in the County of Worcester husbandman
Def^t in a Plea of the Case as by the Writ on file is fully set forth - in
this Case the Deft being three Times called made Default of appear-
ance in Court

It's therefore Considered by the Court that the Plt^{ff} shall recover
Against the Def^t the Sum of Nine Pounds five Shillings and seven
Pence half penny lawful Money Damages And Cost of Court as
Bill allowed at two Pounds One Shilling & four Pence half penny.
Exp^{ts} list 27 Mar. 1750.

Hopestill Wind of Greenwich in the County of Hampshire Gent. Winds
Plt^{ff} vs Samuel Owen Samuel Owen Jun^r and Joseph Owen all of Owen
New Salem in the said County Husbandmen. Def^s in a Plea of 17
Ejectment wherein the Plt^{ff} demands against the Def^s forty five Acres 17
of Land lying in New Salem aforesaid being Part of a third Division 17
Lot N^o thirty said Part beginning at the Westerly End thereof running
homethence easterly seventy two Rods in Length including the whole
breadth of said Lot with the appurtenances whereupon the Plt^{ff} de-
clares that within twenty years last past in time of Peace in his
Majesty's Reign at New Salem he was seized in his Demean as
of fee of the above described Premises with the appurtenances ...
and the Plt^{ff} being so thereof seized the Def^s on the first of January
1737. with force and Arms entered into the said Premises ejected and
disseized the Plt^{ff} of the Premises and unjustly hold him out to his
Damage as he says the Sum of One Hundred Pounds. Both Parties
appear'd in Court and the Def^s jointly by their Attorney defend'd &
say they never ejected the Plt^{ff} in Manner and Form as the Plt^{ff} in his
Declarⁿ has alledged and thereof put themselves on the Country
Upon which Issue being joind the Evidences produced in Court and
read and the Parties fully heard the Case was committed to the
Jury Mr John Gatlin Foreman and Fellows Who returned their Verdict
on Oath that they find for the Plt^{ff} Possession of the Land sued for
and Cost of Court - It's therefore Considered by the Court that
the Plt^{ff} shall recover against the Def^s Possession of the Land and
Premises and Cost of Court taxed at £4.13.5.1.
Joseph Owen above named one of the Def^s appeared from &
Judgment of this Court to the next Superior Court of Judicature
to be holden at Springfield in and for the County of Hampshire
on the fourth Tuesday of Sept. next and recognized with Sureties
as the Law directs for prosecuting his Appeal there with Effect
as by said Recognizance on file appears.

Esther Dickinson of South Hadley in the County of Hampshire Spin- Dickinson
ster & Widow Plt^{ff} vs Joseph Shelden of Springfield in same County or
Gentleman Def^t in a Plea of the Case as by the Writ on file is fully Shelden
set forth. in this Case the Def^t being three Times solemnly called made 17
Default of Appearance in Court - It's therefore Considered by the 17
Court that the Plt^{ff} shall recover ag^t the Def^t the Sum of three Pounds 17
fourteen Shillings & four Pence lawful Money Dam^{ts} & Cost of Court as by 17
Bill allow'd at One Pound eleven Shillings & three Pence 17
Exp^{ts} list 20 Feb^y. 1750.

Cornelis Van Schaak of Kinderhook in the County of Albany Esquire & V. Schaak
Merchant Plt^{ff} vs Japheth Hunt of Stockbridge in the County of Hampshire 17
Physician otherwise Japheth Hunt of the Hightway in County of Albany 17
Doctor of Physick Def^t in a Plea of Debt for that the Def^t at said 17
Stockbridge April the 10th 1756 by his Bond in Court to be produced bound 17
Himself to the Plt^{ff} to pay him thirty Six Pounds four Shillings & eleven 17
Pence current Money of the Province of New York Yet the Def^t tho often 17
requested has never paid the same but unjustly neglects it to the Damage 17
of the Plt^{ff} thirty Pounds. The Def^t being three Times called made De- 17
fault of Appearance in Court - It's therefore Considered by the Court 17
that the Plt^{ff} shall recover Against the Def^t The Sum of

Hiffaen

and

5.
V. Schaack Esq. or Hunt } Fifteen Pounds One Shilling and Seven Pence three Farthings law-
ful Money being the Chancery of the Bond declared on Debt & Cost of Court
saved at three Pounds two Shillings and Nine Pence After all which
the Deft by John Ashley Esq. his Attorney came into Court and appealed
from the Judgment of this Court to the Next Superior Court of Judicature
to be holden at Springfield within and for the County of Hampshire on
the fourth Tuesday of September Next and recognized with Sureties
as the Law directs for prosecuting his Appeal with Effect as p^d said
Recognizance on file appear

Dwight Esquire or Banister } Joseph Dwight of Sheffield in the County of Hampshire Esq. Plt^r or
Jeth Banister of Brookfield in the County of Worcester Husbandman Def^t.
In a Plea of Debt for that the Deft at Northampton in s^d County on the
12th of May 1786 by his Bond under his Hand & Seal in Court to be pro-
duced bound Himself to the Plt^r to pay him thirty Pounds Six Shillings
lawful Money on Demand yet tho often requested the Deft has never
paid the Same but unjustly Neglects it to the Damage of the Plt^r -
Thirty One Pound. In this Action the Deft being three Times solemnly
called made Default of Appearance in Court. It's therefore Considered
by the Court that the Plt^r shall recover ag^t the Deft the Sum of ten
Pounds Sixteen Shillings and ten Pence lawful Money being y^e Chan-
cery of the Bond declared on Debt and Cost of Court saved at 2.5.0.
After all which the Deft by Charles Phelps Esq. his Att^y came into
Court and appealed from the Judgment of this Court to the Next Su-
perior Court of Judicature to be held at Springfield in and for s^d County
on the fourth Tuesday of September Next & Recognized with Sureties as
the Law directs for the Appellant. Prosecuting his Appeal to Effect
as p^d said Recognizance on file appear

Idem or Rich. } Joseph Dwight of Sheffield in the County of Hampshire Esq. Plt^r or
Thomas Rich of Western in the County of Worcester Esq. Def^t in a
Plea of the Case as by the Plt^r Writ on file is fully set forth. In this
Case the Deft being three Times solemnly called to come into Court
made Default of Appearance. It's therefore Considered by the Court
that the Plt^r shall recover ag^t the Deft the Sum of four Pounds five
Shillings and Nine Pence lawful Money Damages & Two Pounds five
Shillings & three Pence Cost of Suit.

Eastman or Ramsdell } William Eastman of South Hadley in the County of Hampshire
Shopkeeper Plt^r or Timothy Ramsdell of Greenwich in the Same County
Husbandman Def^t in a Plea of the Case as p^d the Plt^r Writ on file is
fully set forth. the Deft being three Times solemnly called to come
into Court made Default of Appearance. It's therefore Considered
by the Court that the Plt^r shall recover ag^t the Deft y^e Sum of £
lawful Money Damages & s^d like Money Cost of Suit

Brown or Vangilder } Samuel Brown of Stockbridge in the County of Hampshire Jun^r
Yeoman Plt^r or Jacob Vangilder living on Province Land lying West of
Sheffield in the Same County Yeoman Def^t in a Plea of the Case as
p^d the Plt^r Writ on file is at large set forth. In this Action the Deft
being three Times solemnly called made Default of Appearance in
Court. It's therefore Considered by the Court that the Plt^r shall
recover ag^t the Deft the Sum of Two Pounds twelve Shillings law-
ful Money Damages and two Pounds twelve Shillings and Nine Pence
like Money Cost of Suit

Ex. if. 20 May 1780

Joseph Dwight of Sheffield Esq. Plt^r vs Jonathan Read of Sheffield Esq. Def^t. in a Plea of y^e Case &c. This Action is continued by the consent of the Parties to the Next Court of Common Pleas to be held at Springfield in and for said County on the Third Tuesday of May Next ~

Samuel Lamb of Springfield Yeoman App^r vs Regem app^{lee} &c. This Case was continued by Order of Court to the Next Court of Sessions of the Peace to be held at Springfield in and for s^d County on the Third Tuesday of May Next ~

Alexander Smith Yeoman Plt^r vs Jesse Warner Yeoman Def^t. The Parties to this Case appeared and entered into a Rule of Court to refer this Case and All Controversies subsisting between them and All Demands They have on each other & mutually chose Capt Luke Bliss and Doacon Nat. Brewer and the Court appointed Capt Tho^s Stobbin all of Springfield Who are hear the Parties consider the Case & make Report to the Next Court Whose Determination or any two of them is to be final and the Action is continued in the Mean Time ~

Samuel^{Welles} of Boston in the County of Suffolk Esq. Plt^r vs Hopestill Kinds of Greenwich in the County of Hampshire Gent. Def^t in a Plea of Debt for that s^d Hopestill at Nathampton in the s^d County of Hampshire on the 11th of April 1746 by his Bond under his Hand & Seal in Court to be produced bound Himself by the Name of Hopestill Kinds of Quabbin to the said Samuel Welles and Thomas Ornerd Esq^s then of said Boston, since de^d., in the Sum of four hundred Pound law^l Money to be paid them on Demand Yet the s^d Hopestill never paid the same to the said Samuel & Tho^s while the s^d Tho^s lived nor to the said Samuel since the said Tho^s Death tho Action accrues to y^e said Samuel the surviving Party to recover the same & altho^{tho} he hath been often thereto requested to the Damage of y^e s^d Samuel as he says four hundred Pounds ~ In this Action the Def^t by Joseph Hawley Esq^r his Attorney came into Court and Confessed the Execution of the Bond declared on praying Chancery & Cost ~ Its therefore considered by the Court that Plt^r shall recover ag^t the Def^t the Sum of One hundred & forty two Pounds twelve Shillings and Six Pence lawfull Money being the Chancery of s^d Bond Debt. and Cost of Court as by Bill allowed at £ The Def^t by his said Attorney appeals from the Judgment of this Court to the next Superior Court of Judicature to be held at Springfield in and for the s^d County of Hampshire on the fourth Tuesday of September Next & recognized with Sureties as the Law directs for the Appellant's prosecuting his Appeal with Effect as by said Recognizance on File appears ~

Samuel Nichols of Bolton in the County of Worcester Yeoman Plt^r vs Charles Cotton of Springfield in the County of Hampshire Yeoman Def^t in a Plea of the Case as by the Plt^r's Written file is fully set forth - The Def^t being three Times solemnly called made Default of Appearance in Court - Its therefore considered by y^e Court that the Plt^r shall recover ag^t the Def^t Fifteen Pounds five Shillings and two Pence lawfull Money Damages and Cost of Court as by Bill allowed at Two Pounds eleven Shillings & Nine Pence like Money ~

Exⁿ is 20. May 1758 ~

graves
17
Williams
et al

Moses Graves of Hatfield in the County of Hampshire Gent Plt vs
Josiah Williams and Elijah Williams both of Stockbridge in y^e same
County Gentlemen Defs in A Plea of Land wherein He demands agt
the said Josiah & Elijah A Mesuage & Tract of Land in Stockbridge
aforesaid containing about Two hundred & Ninety two Acres bounded
Westerly partly on Land in Possession of James Willson partly on Jacob
Kinds Land partly on Land Commonly called the Indian Land & partly
on a Town Way Southerly on Land Commonly the Indian Land Easterly
on Land lately of the Rev^d Mr John Sergeant Sec^y now belonging to His
Heirs partly and partly on Josiah Jones's Land and Northerly on the
Common and undivided Land belonging to the Indians with the Ap-
purtenances as the said Moses's Right and Inheritance and into which
the said Josiah & Elijah have no Entry but after the Disseisin Which
Hugh Hunt unjustly and without Judgment committed against the
said Moses within thirty Years last past and Whereof He complains
that the said Josiah & Elijah unjustly deforce him And Whereupon He
saith that He Himself was seised of the Mesuage and Tract of Land
aforesaid with the Appurtenances in his own Right as of his Inheri-
tance and Right in a peaceable Time in our Reign within thirty Years
last past taking the Profits thereof to the Value of ten Pounds a Year &
into Which the said Josiah & Elijah have no Entry but after the Dis-
seisin Which Hugh Hunt unjustly & without Judgment thereof Com-
mitted against him within thirty Years last past and Whereof they
still unjustly deforce him and thereupon He brings this Suit &c
And the said Josiah & Elijah by Joseph Hawley Esq^r their Attorney come
into Court and defend by their said Attorney their Right When br^d &
vouch to Warrant the Land aforesaid with their Appurtenances Tho^s
Starr - & the said Thomas being present in Court in his own Person free-
ly warrants the Land aforesaid with their Appurtenances to the said
Josiah & Elijah their Heirs &c & the said Moses Graves by John
Worthington Esq^r his Att^y demands agt the said Thomas Starr Tenant
by his Warranty the Land aforesaid with their Appurtenances in form
aforesaid &c & Whereupon the said Moses Graves by his said Attorney
saith that the said Moses Graves was seised of the Land aforesaid
with their Appurtenances in his own Right as of his Inheritance
& Right in a peaceable Time in the Reign of our Lord the King that
now is taking the Profits thereof to the Value of ten Pounds a Year into
which the said Thomas Starr had no Entry but after the Disseisin wh^{ch}
Hugh Hunt thereof unjustly and without Judgment committed
against him within thirty Years last past and whereof the said Tho^s
still unjustly deforceth Him Wherefore he brings this Suit - And the
said Thomas Starr Tenant by his Warranty defend^s his Right When
br^d and saith that the afores^d Hugh Hunt did not disseise the afores^d
Moses Graves of the Land aforesaid with their Appurtenances as the
said Moses by his Writ and Declaration supposes and of this puts
Himself on the Country - And the said Moses Graves by John Worthing-
ton Esq^r his Attorney herein asketh Leave to impart and it is granted
him - Again the said Moses Graves by John Worthington Esq^r his
Attorney came into Court the same Term, & the said Tho^s Starr -
who solemnly called came not but made Default - Whereupon it
Considered that the said Moses Graves recover against the said
Josiah & Elijah Seisin & Possession of the Land & Premises demanded
And that the said Josiah and Elijah recover against the said Thomas
Land in Value equal to the said Land and that the said Thomas
be in Mercy &c And hereupon the said Moses Graves by his said
Attorney prays the Writ of the said Lord the King directed to the
Sheriff of the said County of Hampshire to Cause Him to have full
Seisin and Possession of the Land aforesaid with their Appurtenances
And it is granted returnable here the third Tuesday of May Next
O^r 2^d 24th Dec^r 1750.

Ephraim Pease of Enfield in the County of Hampshire Yeoman Plff
vs James Watson of Westfield in the same County Yeoman Deft in a Plea of the Case as by the Plff's Writ on file is fully set forth in this Case the Deft being three Times called made Default of Appearance in Court - It is therefore considered by the Court that the Plff shall recover against the Deft two Pounds Nine Shillings & eleven Pence lawful Money Damages and Cost of Court taxed at £2.1.3. like Money
Ex^{is} 18 June 1750

Israel Ashley of Westfield in the County of Hampshire Esq^r Plff
vs James Root of Sheffield in the same County Yeoman Deft in a Plea of the Case as by the Writ on file is fully set forth in this Case the Deft being three Times called made Default of Appearance in Court - It is therefore considered by the Court that the Plff shall recover against the Deft the Sum of £6.15.4 lawful Money Damages and Cost of Court taxed at £1.15.9. Ex^{is} 10th May 1750.

Josiah Dwight of Springfield in the County of Hampshire Esq^r Plff
vs Richard Freeman a Transient Person now residing at Sheffield in the same County Labourer Deft. In a Plea of the Case as by the Plff's Writ on file is at Large set forth - In this Case the Deft being three Times called made Default of Appearance in Court - It is therefore considered by the Court that the Plff shall recover against the Deft. Six Pounds One Shilling and three Pence lawful Money Damages and Cost of Court taxed at £1.13.3. Ex^{is} 24 Feb^y 1750.

Josiah Dwight of Springfield in the County of Hampsh^r Esq^r Plff
vs Robert Watson of Storkbridge in s^d County Saddler Deft. In a Plea of the Case as by the Plff's Writ on file is fully set forth. The Deft being three Times solemnly called came not but made Default - It is therefore considered by the Court that the Plff shall recover against the Deft the Sum of £2.10.2 law^l Money Damages & Cost of Court taxed at £1.13.3. Ex^{is} 24 Feb^y 1750.

The Grand Jurors for our Lord the King for the Body of this County do on their Oaths present that the bridge over and across the River in the Town of Sheffield in said County in the Highway of our s^d Lord the King leading from the Meeting House in the Upper Parish in said Sheffield towards the House of Aaron Sheldon in said Town on the 5th of August Current was and still is in great Decay & out of Repair for Default of a due Reparation & Amendment of the same so that the Subjects of our said Lord the King passing and travelling over & across the same Bridge without great Danger & Difficulty cannot pass thro' and over of same And also the Common High-Way of our s^d Lord the King within the Township of Sheffield aforesaid leading from the Upper Meeting House in s^d Town to the House of the Widow Abigail Dowry or where she now dwells thro' the whole Width thereof on the first of August Current was and still is in great Decay & in Decay and foundering for Default of a due Reparation and Amendment of the same so that the Subjects of our said Lord the King passing and travelling over and along the s^d Way without great Danger & Difficulty cannot pass over and along the same Way All which is by Great Damage and Common Nuisance of all the Liege People of our said Lord the King passing thro' the said Way and that the Inhabitants of said Town of right & by Law ought to repair & amend the said Bridge and Way when and so often as the same is necessary both which they have neglected and still neglect to do Contrary to Law & the King's Peace &c.

Which

7. Which Presentment was made at the Court of General Sessions of the Peace held at Springfield in and for the said County on the last Tuesday of August last and Signed Nathaniel Brewer Foreman - by which Court a Summons was ordered to be made commanding the Inhabitants of said Town to appear and answer &c. And Now the said Town by Mr Stephen Dewey One of their Select Men appeared and pleaded guilty to the foregoing Presentment - It is hereupon considered and determined by the Court that the said Town pay a Fine to his Majesty for the Support of Government of twenty Shill lawful Money (the said Bridge & Road being repaired) & Cost of Court -

To: Rep
Westfield
Inhabitants
The Grand Jurors of our S^d Lord the King for the Body of this County do on their Oaths present that the Common High Way of our S^d Lord the King within the Township of Westfield in said County leading from the Meeting House in said Town to Blandford in s^d County & from the Head or bottom of West Mountain so called near the House in which Joseph Staunton now dwells to the East Line of the Town of Blandford for the whole Width of said Way the Distance aforesaid on the first of August current was and still is in great Decay and foundenous for Default of a due Reparation & Amendment thereof so that the Subjects of our said Lord the King passing & travelling along or thro' that Way without great Danger & Difficulty cannot pass thro' the same, to the great Damage and Common Nuisance of all the Liege Subjects of our said Lord the King passing thro' the same Way and that the Inhabitants of the said Town of Westfield by Law - ought to amend the same When and so often as the same is necessary which they have neglected & still neglect to do Contrary to Law the Peace of our said Lord the King his Crown & Dignity Which Presentment was made at the Court of General Sessions of the Peace held at Springfield for said County on the Last Tuesday of August last and Signed Nathaniel Brewer Foreman - When & Where a Summons was ordered to be issued commanding the Inhabitants of said Town to appear and answer to s^d Presentment. And Now the said Town by David Moreley and Israel Ashley Esquires two of their Select Men appeared and pleaded guilty to the s^d Presentment - Ordered that the said Town pay a fine of 40^s lawful Money for his Maj^{ty} Use for the Support of Government & Cost and effectually repair s^d high Ways -

Adom
or
Cleson
The Grand Jurors for our S^d Lord the King for the Body of this County on their Oaths present Eunice Cleson of Deerfield in s^d County of Hampshire Spinster for the Crime of Fornication for that s^d Eunice at s^d Deerfield on the 12th of June last past committed the s^d Crime of Fornication by then & there willingly and wickedly having carnal Knowledge of some male Person to the Jurors unknown and then and there had a Child thereby begotten on her body by Fornication she then being feme sole & unmarried All Which is contrary to the Law of this Province the Peace of our said Lord the King his Crown & Dignity Which Presentment was made at the Court of General Sessions of the Peace held at Springfield in and for the County of Hampshire on the last Tuesday of August A.D. 1756. And Signed James Lyman Foreman - The said Eunice being bro't before this Court and hearing her Presentment pleaded guilty to the same - It is hereupon Ordered by the Court that she pay a fine of 13^s 4^d lawful Money for Use of his Majesty to Support Government and Cost of Prosecution - and stand committed till Sentence be performed - The having performed this Order immediately - was dismissed -

The Grand Jurors of our Sovereign Lord the King for the Body of this County do on their Oaths present John Kylliar of the District of South Hadley in the County of Hampshire Geoman for that said John at said South Hadley on the fourth Day of October last past did with Force and Arms feloniously steal take & carry away Eight Pound Weight of Pork of the Value of three Shillings and two Pence the Goods & Chattels of Titus Pomeroy of said South Hadley Geoman contrary to Law the Peace of the said Lord the King his Crown and Dignity Which Presentment was now made and Signed Nath. Brewer Foreman The said Kylliar being brot before this Court and hearing his Presentment read and being required to plead to the same pleaded not guilty thereto and for a Tryal put himself on the Country A Jury being sworn to try the Issue after a full hearing on their Oaths say the Deft is not Guilty - It is here upon Ordered by the Court that the ¹⁷ D^y Kylliar go without Day -

The Grand Jurors of our Lord the King for the Body of this County on their Oaths present Ebenezer Sheldon of a Place called Hattston in said County Gent. for erecting a Common Nuisance on the Common high Way of our said Lord the King there leading thro the Farm of the said Ebenezer and Whereon said Jurors on their Oaths say that ¹⁷ D^y Eben^r at said Hattston on the 8th of June 1750 did unlawfully erect and set up a Fence of the Length of thirty Rods on that Part of said Common high Way there that leads thro the Farm afores^d there he did then and there thereby incroach upon & inclose a Part of the same Way of the Length of thirty Rods and of the Width of ten Rods and then and there by ¹⁷ D^y Ebene^r did straighten the Passage through the same Way and lessen the Breadth thereof And the said Jurors on their Oaths say that the said Eben^r hath unlawfully and with Force and Arms continued the ¹⁷ D^y Ebene^r so set up as afores^d on ¹⁷ D^y Way and so incroaching on & straightening the same ever since to this Day to the Great Injury and Common Nuisance of all the Liege Subjects of the said Lord the King passing in and over the same Way all Which is contrary to Law the Peace of the said Lord the King his Crown & Dignity Which Presentment was made at the last Court & Signed Nathaniel Brewer Foreman And the Now the said Eben^r being brot before the Court and having the foregoing Presentment read to him & being required to plead thereto pleaded Guilty to the same - The Court upon Consideration of the Offence there appearing to have been no ill Design in erecting the Nuisance, Order that the said Eben^r pay a fine of one Shilling lawful Money to his Majesty with Cost of Prosecution and forthwith remove y^e Nuisance

The Grand Jurors of our sovereign Lord the King for the Body of this County do on their Oaths present Benjamin Edwards of Northampton in said County Geoman for erecting a Nuisance on the Common high Way of our ¹⁷ D^y Lord the King ag^t his Home lot & on the Northorly Side of said High Way and Whereon said Jurors on their Oaths say that said Benjⁿ on the 7th of May 1755 at ¹⁷ D^y Northampton with Force & Arms did unlawfully & unjustly with Force & Arms erect & set up a Fence of the Length of fifteen Rods on that Part of ¹⁷ D^y Way that adjoins to the said Home lot of the said Benjⁿ and on the said Northorly Side of ¹⁷ D^y Way and did then & there by ¹⁷ D^y Ebene^r incroach upon and inclose a Part of the same High Way there of the Length of fifteen Rods and of ¹⁷ D^y Width of two Feet at the Northorly End of ¹⁷ D^y Part of ¹⁷ D^y high Way so inclose & of the Width of two Rods in the Middle and of the Width of two Feet at the Southorly End of the ¹⁷ D^y Part of ¹⁷ D^y High Way so inclosed as afores^d -

D.
B-Reg
Edwards } I did then and there by s^d Theme straighten the Passage thro' the Same
Highway and lessen the Breadth thereof and said Jurors further on
their Oaths say that said Benj^a hath unlawfully & with Force & Arms
continued the Same Fence so set up as afores^d on the s^d Highway and
encroaching in and straightening the Same ever since to the Great Injury
and Common Nuisance of all the Liege Subjects of the Said Lord & King
passing and travelling over and along the Same Way All Which is
contrary to Law the Peace of the Said Lord the King his Crown & Dig-
nity Which Presentment was made at the Last Court and signed
Nathaniel Brewer Foreman - The said Benj^a being brot before this
Court and hearing his Presentment & being required to plead thereto -
pleaded guilty to the same as thus viz that he had erected a Nuisance on
the Northw^d Side of said Highway of the Length of four Rods & on that
Part thereof putting his s^d Kennel which he having since removed, the
Court order that he pay a fine of 1^l. lawful Money to his Majesty
and Cost of prosecution of John Worthington Esq. Attorney for the King
then entered a Nolo ulterius prosequi pro Indictamentum upon
said Presentment, & It was thereupon ordered the said Benj^a should
go without Day -

D. Reg
Holmes } The Grand Jurors for our Lord the King for the Body of this County
do on their Oaths present Joseph Holmes late of Hatfield in the s^d
County Yeoman for that said Joseph at said Hatfield on the Evening fol-
lowing the 29th Day of November last past did willingly & willfully
make a false Report with intent to abuse deceive & put in Terror and
affright his Majesty's Liege Subjects the Inhabitants of s^d Town of
Hatfield by then and there falsely reporting alledging declaring and
affirming to diverse of his Majesty's Liege Subjects aforesaid that
he the said Joseph the Same Night in said Hatfield had seen five of
the Indian Enemy within less than a quarter of a Mile Distance of y^e
Westernmost House in the Lane in said Hatfield called the Mill Lane
and that One of the said five of the s^d Indian Enemy then & there-
discharged a hand-Gun loaded with Powder & Ball by Which Ball
so discharged by said Indian from s^d Gun the Coat Wast Coat &
Thirk of of the said Joseph then and there on his Body were struck
and pierced thro' and also that One of the s^d Indian Enemy then &
there assaulted him the said Joseph and with a Hatchet or Club
or some such Instrument struck and smote said Joseph on the
Head just above his right eye and that he the s^d Joseph with-
great Difficulty and Danger escaped from said Indians When
in fact all the Declarations reports & Affirmations of the s^d Joseph
as aforesaid were altogether false and without any Foundation -
and were willingly and wickedly and deceitfully invented devised
declared and propagated by the said Joseph with Design to deceive
abuse and molest his Majesty's Liege Subjects aforesaid And
the said Jurors on their Oaths say that by Means of the s^d false
Reports and Declarations of the s^d Joseph so made as aforesaid the
Liege Subjects of the King the Inhabitants of the Town of Hatfield
aforesaid were greatly alarmed affrighted & Disturbed and put
into great Terror & Concern and were thereby excited to muster and
did then and there muster in Arms and put themselves in military
and warlike Posture and Array to defend themselves against the
Enemy Which the said Inhabitants of Hatfield were induced by y^e
said false Reports of the said Joseph to believe were approaching
to invade and annoy them Which devising publishing & propagating
said false reports by said Joseph as aforesaid is contrary to One
Law of this Province in such Cases provided the Peace of the said
Lord the King his Crown & Signify -

Which -

Which Presentment was now made and signed Nathaniel Brewer Foreman - And the said Joseph being brot before this Court & hearing the Presentment read & being required to plead thereto pleaded not guilty and put himself on the Country for a trial - A Jury being sworn to try the Issue after a full hearing upon their Oath say the Deft is guilty - Its hereupon Ordered by the Court that the said Joseph pay a fine of 20/ lawful Money to his Majesty for the Support of Government and Cost of Prosecution and find Sureties for the good Behaviour towards all his Majesty's Liege People especially the Inhabitants of Hatfield aforesd till the next Court and stand committed till Sentence be performed -

The said Joseph Holmes recognized as Principal in the Sum of ten Pounds Phineas Emory and Reuben Bolding as Sureties in the Sum of five Pounds each for the sd Joseph's making his personal Appearance before the Justices of our Lord of King at their Next Court of General Sessions to be held at Springfield on the Third Tuesday of May next to answer to such Matters as may be objected against him on his Majesty's behalf & for his being of the good Behaviour towards all his Majesty's Liege People especially the Inhabitants of Hatfield in y^e Mean Time -

The Grand Jurors of the Lord the King for the Body of this County at the Court of General Sessions of the Peace held at Springfield in August last made Presentment of the Town of Westfield for Default of a due Reparation and Amendment of that Part of the Common High Way there leading to the Meeting House there to Blandford in sd County - And a Summons was ordered to be made commanding the Inhabitants of sd Town to appear at the Court next following which was accordingly done and four of the Select Men Inhabitants of sd Westfield viz David Mosley, Israel Ashley & Eldad Taylor Esquire, & Martin Dowey Yeoman by Virtue of sd Summons were by a proper Officer summoned & commanded to appear at the last Court of General Sessions to answer to y^e aforesaid Presentment Who in Contempt of the Court & the Law neglected & refused to appear as they were commanded as aforesd Whereupon a Warrant for Contempt was ordered and accordingly made and They sd Select Men being brot before this Court to answer for their Contempt aforesd were fully heard upon the Reasons for their not appearing as they were commanded as aforesaid - And the Court having fully considered the Reasons given by said Select Men in Excuse for their Non Appearance do ^{they} find they were not guilty of any Contempt of this Court, and Order that the Process be dismissed and that they go without Day -

Whereas at the Court of Genl Sessions hold at Springfield in August last the Inhabitants of Sheffield in the County of Hampshire were presented for Default of a due Reparation & Amendment of the Bridge across the River in the Common High Way leading from the Upper Meeting House there to Aaron Sheldon's House there and also of that Part of sd Way leading from sd Meeting House to the House where the Widow Abigail Dowey then dwelt - And Whereas John Nash, Elias Kellogg & Stephen Sawby Yeoman Select Men & Inhabitants of sd Town were by Virtue of his Majesty's Writ by a proper Officer summoned & commanded to appear at the last Court to answer to sd Presentment, but in Contempt of sd Court & y^e Law refused to appear as they were commanded as aforesaid, a Warrant by Order of Court was made to apprehend y^e said Select Men & cause them to appear & answer for their sd Contempt - Who being brot before this Court were fully heard upon the Reasons for their not appearing at the Last Court as they were commanded as aforesaid - Which the Court having considered determine are sufficient and Order that this Process be dismissed & that they go without Day -

9.
Res^y } Martin Dewey of Westfield in the County of Hampshire Gent Who was
Dewey } presented at the Court of General Sess^{ns} be^held at Springfield on the Third
Tuesday of May last for erecting a Nuisance on the Common high Way
of the Lord the King in s^d Westfield leading from the Meadow Gate by
the House of dead Taylor Esq: to a Meeting House there & on that Part of
the same which adjoins to his said Martin's Homelot the Consideration of
which Presentment was refered from the last Court to this Court being
bro^t before the Court, after the Matters charged had been fully considered
by the Court, was dismissed and Ordered to go Without Day.

Idem } David Bagg of Westfield in s^d County Yeoman Who was presented
Bagg } last May for erecting a Nuisance on the Common high Way of the Lord
the King adjoining to his s^d David's homelot there being bro^t before this
Court was after a full hearing of the Matters charged dismissed & ordered
by s^d Court to go without Day.

Idem } Daniel Bagg of Westfield in the County of Hampshire Yeoman Who was
Bagg } presented at the last May Court for erecting a Nuisance on the Common high
Way of the Lord the King there adjoining to his Homelot there was bro^t
before this Court and after a full hearing of the Matters charged in the s^d
Presentment the Court order that he be dismissed and go without Day.

Daniel } Daniel Bagg abovesaid being bro^t before this Court for Contempt of
Bagg } the Court and the Law in refusing to appear at the last Court to answer
to the forementioned Presentment was by the Court acquitted of Contempt
and ordered to go Without Day.

Res^y } Daniel Fowler of Westfield in the County of Hampshire Yeoman Who was
Fowler } presented for erecting a Common Nuisance on the Common High Way of
the Lord the King in s^d Westfield at the Court held in May last being bro^t
before this Court was upon a hearing of the Matters charged in said
Presentment by s^d Court ordered to be dismissed & to go Without Day.

Dan^l } The s^d Daniel Fowler being bro^t before this Court for Contempt in
Fowler } Neglecting and refusing to appear at the last Court to answer to
the forementioned Presentment as he was ordered by the Court of
General Sessions be^held at Springfield in August last to do upon
a full hearing of the reasons given for his Ex^{cu}se for not appearing as
he was specially ordered the Court determine the said Daniel was
not guilty of any Contempt and order that he go without Day.

D^r Res^y } John Worthington Esq: Attorney for the Lord the King in his behalf
Root } informs this Court that on the last Day of January last at Westfield in
the County of Hampshire Solomon Root of s^d Westfield Yeoman did willing-
ly and willingly kill one Wild^e Deer and then and then had the raw
Skin and Head of s^d Deer in his Possession contrary to One Law of this
Province in such Cases provided and the Kings Peace praying the s^d
Solomon might be proceeded with according to Law. The s^d Solomon
being bro^t before this Court and hearing the Charge made ag^t him as
afores^d confessed himself of the same to have been guilty, praying the
Mercy of the Court &c. The Court upon Consideration of this Offense -
determine and Order that the said Solomon pay a fine of ten Pound
lawful Money ^{to his Majesty} for the support of Government and of
other half to the Infamer and Cost of prosecution. The s^d Solomon
not being able to pay the s^d fine, further Ordered that he be committed
to his Majesty's Goal in Springfield there to remain for the Space of 30.
Days and until he shall have paid full Cash - Warrant of Commit-
ment issued 17th Feby Cur: accordingly.

John Worthington Esq: Atty for the King and in this behalf informs and complains that on the 15 Day of January last Past Gideon Stiles and Ephraim Noble both of Westfield in the County of Hampshire Yeomen did at said Westfield willingly and willingly kill two young Deer called Lawns and then and there had the said skins and flesh by said Deer in their Possession contrary to One Law of this Province in such Cases provided the King's Peace praying they might be proceeded agt according to Law &c. The s^d Stiles & Noble being br^t before the Court and hearing the Matters charged against them respectively confessed themselves guilty so far as to have been possessed of the said flesh & skins of said Lawns. The Court upon Consideration of their Offence ordered that They respectively pay a fine of ten Pounds lawful Money, the one half to be to the Informer and the other half to his Majesty for the Support of Government and Cost & be committed till Sentence be performed. The s^d Stiles & Noble refusing to pay their respective fines further Ordered that They be disposed of in Service to some of his Majesty's Liege People for the Space of two Months each. The s^d Stiles was accordingly sold to Major John Ashley for 40^s lawful Money and the said Noble to Major Selway for 44^s like Money & Order of Court.

John Worthington Esq: for the Lord the King complains & Says that Andrew McMullen late of Pelham in this County Yeoman now Soldier in his Majesty's Service on the 15 Day of Feby Current did with force & Arms make an Assault on the Bodies of Moses Graves of Hatfield Gent. & others to the Comp^t unknown and did beat and abuse the s^d Moses & others in Company contrary to Law and that s^d Andrew being then of Discretion did then and there utter sundry profane Curses by saying in the hearing of some of the Persons assaulted as afores^d God damn you to hell God damn your blood God damn you and did then and there repeatedly utter each of s^d profane Curses sundry Times as also sundry others of like Sort contrary to One Law of this Province in such Cases provided the King's Peace, praying He may be proceeded agt according to Law. The said Andrew being br^t before this Court and hearing the Charge confessed himself guilty of s^d Assault and also of uttering three several profane Oaths or curses. The Court upon Consideration of his Offence bids that for the Assault by him committed as afores^d He pay a fine of 30^s lawful Money to his Majesty, and for uttering the said Curses that He pay a fine of 6^s for the Use of the Poor of the Town of Northampton where the Offence was committed & pay Cost. And that He find Sureties for s^d good Behavior in the Sum of Ten Pounds and stand committed till Sentence be performed. Fine & Cost paid.

Andrew McMullen abovesaid as Principal recognized in the Sum Ten Pounds lawful Money and Alexander Turner as Surety in s^d like Sum for the said Andrew's being of the good Behavior towards all his Majesty's Liege People till the Next Court.

John Worthington Esq: Attorney for the Lord the King & in this behalf complains and Says that Robert McKeen of Pelham Yeoman now a Soldier in his Majesty's Service did on the 15 Day of Feby (or 2) at Northampton in the County of Hampshire with Force & Arms make an Assault on the Bodies of Moses Graves of Hatfield Gent. and sundry other Person or of Complainant unknown and did beat & abuse the s^d Moses & others in Comp^t contrary to Law and that s^d Robert then of Discretion did then & there utter sundry profane Curses by then and there saying to some of the Persons so assaulted as afores^d God damn you! God damn you to hell God damn your blood and did then & there repeatedly utter each of said profane Curses sundry Times as also sundry others of like Sort contrary to One Law of this Province in such

cases provided to the King's Peace, praying He may be proceeded against according to Law. The said Robert being brought before the Court and having the foregoing Complaints pleaded not guilty to and for a trial put himself on the Country. A Jury being sworn to try the Issue after a full hearing of the evidence upon their Oaths say the Defendant is guilty. As hereupon Ordered by the Court that he pay a fine of 30^l Money for committing the Assault aforesaid to his Majesty's Use and find Sureties for the good Behaviour till the Next Term and pay Cost & stand committed to Prison and for uttering One profane Oath further ordered that he pay ^{a fine of} four Shillings Money to be to the Use of the Poor in Northampton where the Offence was committed - paid, -

Robert McKeen } Robert McKeen abovenamed recognized as Principal in the Sum of ten
Alexander Turner as Surety in of same Sum for the said
Robert's being of the good Behaviour towards all his Majesty's Liege
People till the Next Court -

John Worthington Esq^r for our Lord the Complainant & says that at said Northampton on the 15 of this present Feb^r Hugh McKeen German late of Pelham now a Soldier in his Majesty's Service did with Force & Arms make an Assault on the Bodies of Moses & others of Hatfield Gent. and sundry other Persons in Comp^y to of Complainant unknown and did beat and abuse the said Moses & others in Company as aforesaid contrary to Law and that the said Hugh did then and there utter several profane curses by saying to some of the Persons assaulted as aforesaid God damn you to hell God damn your Blood God damn you and did then and there repeatedly utter said curses and sundry others of like sort contrary to Law and the King's Peace - praying He may be proceeded against according to Law. The said Hugh being brought before the Court and having the foregoing Complaint read in his Hearing and being required to plead thereto, pleaded not guilty to the same and for a trial put himself on the Country. A Jury being sworn to try the Issue after a full hearing upon their Oaths say He is not guilty. Ordered that the said Hugh be accordingly dismissed and that he go without Day -

Nathaniel Egglestone of Westfield in the County of Hampshire came before this Court and confessed that on or about the Nineteenth of January last He was possessed of the raw flesh of a Buck contrary to Law and the King's Peace - Ordered by this Court that He pay a fine of ten Pounds lawful Money One half to be to the Informer of other half to be to his Majesty's Use for the support of Government & Cost & stand committed till Sentence be performed. The said Nathaniel being able to pay the fine further Ordered that He be disposed in Service to some of his Majesty's Liege People for the Space of two Months sold to Maj^r Elijah Williams for 40^l by order of Court accordingly -

Martha Marwhorter of Greenwich came before this Court and confessed she had been guilty of the Crime of Fornication - Ordered that She pay a fine of 13^l lawful Money to his Majesty & Cost -

Thankful Peirce of Westfield in the County of Hampshire Widow of Richard Peirce late dead proposed & by Israel Ashley Esq^r her Attorney - pursued a Petition to this Court representing herself as poor & indigent & unable to support herself - & praying her Children Silvanus Peirce & Nathan & Rosfield with sundry other her Grand Children might be enjoined to afford her Maintenance - Which was read. And the Court upon Consideration thereof did determine the same shall be dismissed & have no further hearing -

Jacob Hinds of Pelham in the County of Hampshire Yeoman Compt^r in The Town of Greenwich in said County for not being - provided with a sufficient Pound or Pounds to restrain & impound such Beasts as by Law are liable to be impounded & praying Proceps might be awarded &c. Ordered that a summons issue agt the Inhabitants of s^d Greenwich to appear & answer &c. - and the Consideration of s^d Complaint be referred accordingly -

Cleazer Davis recognized as Principal in the Sum of twenty Pounds and William King In^r as Surety in y^e like Sum for the said Davis making his personal appearance before Justice of the Lord the King at the Next Court of Gen^l Sessions & when Inver to such Matter as should be objected agt him on his Majesty's behalf and for his performing the Order of s^d Court next to set as officer and for his not departing without Licence

Joseph Hawley Esq^r of Northampton agrees^d Compt^r vs Arizah Strong of said Northampton Yeoman for erecting & setting up a rail fence on the private Way lying in s^d Northampton called West Lane & encroaching the same & praying proceps may be awarded Order all Warrant issue to attack the s^d Strong & him cause to appear before y^e Next Court to answer to the afores^d Complaint to which Court it is continued for further Consideration by Order of Court -

Joseph Hawley Esq^r of Northampton preferred a Petition to this Court representing the Necessity of a high Way from Hadley first Precinct to Roadtown Meeting House in s^d County - also from Sunderland Meeting House to s^d Roadtown Meeting House - Also from s^d Roadtown Meeting House to Greenwich Also from s^d Roadtown Meeting House to New Salem Meeting House and thro' New Salem to Peguiboag and to Petersham Also from the Meeting House in Deerfield to the Ferry over Connecticut River in the Occupation of Tho^s French In^r and from s^d Ferry to the Road on the East Side of Connecticut River leading thro' Sunderland to Monague - all in the County of Hampshire - Which the Court took into their Consideration. And the High Ways petitioned for being Judged of Common Convenience and Necessity - Messieurs Nath^l Dwight Moses Marsh Ebenezer Hunt John Hunt and Enon Nash being five disinterested sufficient Freeholders in this County were appointed a Committee to view & lay out the Roads above mentioned agreeable to the Direction of the Law in that Behalf made as soon as may be and make return according to Law to the Next Court in this County that shall be after y^e s^d Service is perform'd and the Clerk of this Court is directed to make his Warrant accordingly -

Upon Application made to this Court by Joseph Hawley Esq^r as Attorney to Eben^r Sheldon of Balltown in this County Gen^l. That the Country there leading to Northfield in s^d County Which lieth thro' the said Ebenezer's & Remembrance Sheldon's Land there for the length of three Quarters of a Mile or thereabout the whole Width of y^e same Road which is twenty Rods might be laid out on other Land near by which to the s^d Ebenezer judged more Commodious & feasible & whereby the said Road would be much shortened & that the same might be narrowed - praying that the Committee appointed by this Court in August last to alter & anew lay out y^e Road from Sunderland to Miller's River might be directed to go upon y^e above mentioned Road & view y^e same & make the proposed Alteration if they judge it reasonable and consistent with y^e publick Utility - He the s^d Eben^r engaging to pay the Cost of said Comtee's Service in the Premises - Ordered by the Court the said Comtee be directed at y^e Charge & proper Cost of s^d Eben^r to view y^e Road & make y^e above proposed Alteration if they judge it will be of Common Convenience -

Mr Ebenezer Pomeroy one of the Coroners of this County present to this Court an Auct for taking an Inquisition upon the Body of Mr Ebenezer Baker Who died suddenly at Petham about the 12th of September last amounting to two Pounds Eighteen Shillings & Six Pence praying the Court's Allowance and an Order for Payment - Ordered that the said Amount be Allowed and that the County Treasurer be directed to pay said Sum to s^d Ebenezer out of the County Treasury in full.

Pursuant to a Warrant under the Hand of the Select Men of the Town of Stockbridge in s^d County Robert Watson & Mehitable his Wife Daniel Diller and Mehitable his Wife with their respective Families on the 30th of Nov^r last were warned immediately to depart and leave s^d Town by Jacob Cooper Constable of Stockbridge as by the Return on the s^d Warrant on file under of Hand of the said Const^{ble} appears.

Pursuant to a Warrant under the Hand of the Select Men of the Town of the County of Hampshire Henry Davis & Deliverance his Wife Deliverance Davis Anna Davis Elizabeth Davis & William Davis on the 14th of January last were warned by Solomon Thorne Const^{ble} of the Field to depart & leave s^d Town as by Warrant & Return on file.

Pursuant to a Warrant under the Hand of the Select Men of Northampton afores^d on the 16th of December 1757 Patience Giltson was warned immediately to depart out of s^d Town & to take her Child Patience with her and on the same Day Jane Giltford and her Infant Child and on the twenty first of the same December Tho^s Hunt and on the s^d 16th Waitstill Elgar were severally warned to depart & leave said Town immediately by Idino Pomeroy Const^{ble} of s^d Town as by s^d Warrant and Return on file more fully appears.

Upon a Motion made by William Williams Esq^r That at the several Inferior Courts of Common Pleas & Courts of Gen^l Sessions of the Peace hereafter to be held as by Law appointed at Springfield and Northampton in and for this County a Day might specially be appointed and fixed upon at the the several Courts to be held at aforesaid at Springfield and Northampton for the said Court of Sessions attendance upon the Matters that may particularly lie before them - Ordered that at the s^d several Courts hereafter to be held at Springfield for this County Thursday be the Day to hear and Consider those matters which may lie before the s^d Courts of Sessions at the respective Towns aforesaid - And that Wednesday be the Day for considering such Matters aforesaid at the respective Courts to be held at Northampton aforesaid annually during the Courts Session.

The foregoing Judgments and Orders made and entered up and then the said Courts respectively adjourned without Day -

Att: W^m Williams Clerk.

At an Inferior Court of Common Pleas begun and held
at Springfield in and for the County of Hampshire
on the Third Tuesday of May being the Sixteenth Day
of said Month Anno Domini 1758

Present

Joseph Dwight } Esquires
Israel Williams } Justices
Josiah Dwight } of said
Thos^r Dwight Jun^r } Court.

The said Joseph Dwight dy^{ng}
not being present at the last Term
when the 2^d Justices Com^{rs} was put
inst was now sworn & qualified as
of Law requires

Jury for Trials.

Moses Bliss, Fore^{man}
Moses Burt
Moses Stebbins
Martin Phelps
Gideon Clark
William Sackett
John Nelson
Sam^l Wilborn Jr^r
Adadiah Bliss
Benj^a Warner
Abner Cotton
William Crozier.

de Juri
Circum.

Ingersoll } David Ingersoll of Sheffield Gent. Plt^r vs Simon Willard of said
Willard } Sheffield Carpenter Def^t. in this case the Plt^r being three Times
solemnly called to come into Court did not come but was Non
suit & the Def^t likewise Defaulted

Dwight } Simon Dwight of Western in the County of Worcester Gent. Plt^r
Blackmer } William Blackmer of Ware River Precinct in the County of Hampsh^r
Woman Plt^r in a Plea of the Case as p^r the Writ on file at Large ap
pears. This action was originally commenced to have been heard and
tried at the Inferior Court h^{eld} at Springfield in August last -
but the Def^t then moved that he might have Liberty to bring his
suit as filed in Season which was granted him and the Action by Order of
Court was continued to the next Court - and by Order of Court has
been continued from Court to Court till this Term & Now the Def^t
being three Times solemnly called to come into Court came not but
made Default - It is therefore Considered by the Court that the Plt^r
shall recover ag^t the Def^t Two Pounds One Shilling and One Penny
half penny lawful Money Damages & Cost of Court taxed at £2.2.9^d

Old } Robert Old of Sheffield in the County of Hampshire Yeoman Plt^r vs
Ashley } Miriam Ashley in the Same County Gentlewoman Widow & Relict of
Ashley } Noah Ashley of Westfield Esq^r dec^d and Executor of his last Will
and Testament Def^t in a Plea of the Case wherein he Demands of s^r
Miriam Eleven Pounds Six Shillings Eight Pence with the Interest upon a
Note under y^e hand of y^e s^r Noah Ashley dated the 16th of January 1755

And the P. Robert Plf vs the S. Miriam in her S. Capacity
Deft in another Action or Plea of the Case wherein he the P. Old
demands ag^t & Deft Seventy Pounds eight Shillings and Two Pence
which he says the P. Noah dec^d on the first of April 1754 he being
then living owed him to balance Accounts according to his Account
to the Will on file annexed. Neither of which Turns shew those due
by the above mentioned Note nor this last mentioned did the said
Noah while he lived nor if said Miriam since the said Noah's Death
ever pay him to his Damage as he says in y^e Whole Ninety four Pounds
These Actions were commenced at the Inferior Court held at Spring-
field in August last and were then with all other Controversies sub-
sisting between the Parties submitted to a Reference, and the Referees
to whom they were submitted as afores^d. Now make Report that
They find there is due to the Plf from y^e Deft in her S. Capacity
Seventeen Pounds & Eleven Pence lawful Money Damages & that they
award to him in these two Actions Cost of Court - It's therefore
considered by the Court that the Plf shall recover against the Deft.
her said Capacity Seventeen Pounds & Eleven Pence lawful Money
Damages and Cost of Court taxed at £9.6.9.
Ex^o id^o 25. May 30.

John Worthington & Josiah Dwight of Springfield afores^d Esq^{rs}
and Miriam Ashley of Westfield in S. County Gentlewoman all
Executors of the last Will & Testament of Noah Ashley of S. Westfield
Esq^r dec^d Plf vs Robert Old of Sheffield in y^e same County Yeoman
Deft. In a Plea of the Case as p^r the Will on file. The Referees to
whom this Case together with the Next preceding Case was referred
as there recorded Now make Report that they award No Damages or
Cost to either Party in this Action. It's thereupon considered &
determined by the Court that the Action shall be & hereby is
dismissed.

William Patterson Plf vs Samuel Patterson Deft &c^a This Action
was further continued Under the original Reference by Order of Court
to the Next Inferior Court of Common Pleas to be holden at Springfield
in and for the County of Hampshire on the Last Tuesday of August
Next.

John Rutherford Plf vs Anthony Austin Deft. In the Parties
to this Case now appear and enter into a Rule of Court to refer the
Case and all Demands they have against each other. The Plf chose
Maj^r Ashley of Sheffield the Deft chose Lrd Sam^l Brown of Hockbridge
and the Court appointed Timothy Woodbridge of y^e same Place Esq^r
who are to hear the Parties consider the Case & all Demands they have
ag^t each other & make Report to the Next Court. Whose Determination
in any two of em is to be final & the Action continued accordingly.

Simon Willard of Sheffield Yeoman Plf vs David Ingersoll of said
Sheffield Gent. Deft in a Plea of the Case. The Plf in this Action
being three Times solemnly called to come into Court came not
but was Non suit & the Deft likewise Defaulted.

Joseph Dwight of Sheffield in the County of Hampshire Esq^r Plf vs
Jonathan Read of said Sheffield Gent. Deft. In a Plea of the Case as
p^r the Will &c^a. This Action was commenced at the last Court to have
been then heard & tried but was by the Consent of the Parties ordered
to be continued till Now. & Now the Deft. being three Times call^d
came not but made Default. It's therefore considered by the Court
that the Plf shall recover ag^t & Deft the Sum of £3.9.7.2. law Money
Dam^{ts} & Cost of Court taxed at £3.7.11. - Ex^o p^r 6. August 1758.

Smith } Alexander Smith Yeoman Plt^r vs Jesse Warner Yeoman Def^t.
 Warner } In a Plea of the Case & The Plt^r in this Action being three times
 solemnly called to come into Court came not but was Nonjur
 and the Def^t likewise Defaulted

Jackson's } Dorothy Jackson of Boston Widow & Relict of Edward Jackson
 Exec^r } late of said Boston Merchant dec^d. Samuel Sewall Jun^r of said
 Quincy } Boston Gent. & Daniel Marsh of said Boston Gent. & Thomas-
 Cushing of said Boston Gent. all Executors of the last Will and
 Testament of the s^d Edw^d dec^d. Plt^s - vs Edmund Quincy of Brain-
 tree in the County of Suffolk Esq^r Def^t. in a Plea of Ejectment of
 certain Lands in Roadtown as p^r the Writ on file - The Def^t being
 three times solemnly called to come into Court came not but made
 Default - It's hereupon considered by the Court that the Plt^s
 shall in their said Capacity recover ag^t the Def^t the Sum of Nine
 hundred fifty Nine Pounds Eighteen Shillings and Six Pence law^d
 Money Debt within two Months & Cost of Court taxed at £3. 7. 6. or
 Possession of the Lands sued for & that Exp^s be awarded accordingly -
 Exp^s is 26. Oct^r 1758 - for Possession

Idem } Dorothy Jackson Gent^l woman Daniel Marsh Gent. Samuel Sewall
 or } In Gent. & Tho^s Cushing Gent. all of Boston in the County of Suffolk -
 Ashley's } Executors of the last Will and Testament of Edward Jackson late of s^d
 Exp^s } Boston Merchant dec^d. Plt^s. vs Miriam Ashley of Westfield in the County
 of Hampshire Gent^l woman Wid^d & Relict of Noah Ashley late of said
 Westfield Esq^r dec^d. Executor of his last Will & Testament Def^t. - In a
 Plea of Debt & as p^r the Plt^s Writ on file is fully set forth - In this
 Case the Def^t being three times solemnly called to come into Court
 came not but made Default - It's therefore considered by the
 Court that the Plt^s in their said Capacity shall recover against the
 Def^t in her s^d Capacity the Sum of fourteen Pounds four Shilling
 and Six Pence law^d Money being the Channery of the Bond
 declared on Debt & Cost of Court taxed at £2. 11. 2 -
 Exp^s is 9th June 1758

Sheldon } Aaron Sheldon of Sheffield in the County of Hampshire Gent.
 or } Plt^r vs John Wright of Boston in the County of Suffolk Gent. Def^t
 Wright } In a Plea of the Case wherein the Plt^r demands ag^t the Def^t Six
 Pounds law^d Money which y^e Def^t on 9th of Dec^r 1756 at n^o
 Springfield afores^d by his Note for Value rec^d. promised the Plt^r to
 pay him or order by the first of March then next yet the request-
 ed has never done but neglects it to the Damage of the Plt^r eight
 Pounds - The Def^t in this Case being three times called to come
 into Court came not but made Default - It's therefore consi-
 dered by the Court that the Plt^r shall recover against the Def^t
 Six Pounds law^d Money Damages & Cost of Court taxed at
 two Pounds fourteen Shillings & Nine Pence - After all which the
 Def^t by his Attorney M^r Cornelius Jones came into Court & appealed
 from the Judgment of this Court to the Next Superior Court of Judi-
 cature to be holden at Springfield within and for this County of
 Hampshire on the fourth Tuesday of September Next and recognized
 with Sureties as the Law directs for the Appellant's prosecuting his
 appeal at s^d Super^r Court with Effect as p^r s^d Recogn^d on file appears.

Warner } Eleazer Warner of South Hadley in the County of Hampshire Yeoman
 or } Plt^r vs Epideon Alvord of the same Place Yeoman Def^t. in a Plea of the
 Alvord } Case wherein the Plt^r demands ag^t the Def^t three Pounds one Shilling &
 four Pence Money which the Def^t there on the Sixth of April 1757. by his Note
 for Value rec^d. promised to pay him on the first of January then next but
 in Case of Non Payment at that Time to pay the law^d Interest thereof
 till the same should be paid yet the Def^t the requested has never paid.
 the

the same nor any Part thereof but unjustly neglects it to the Damage
of the Plt^f Seven Pounds - In this Action the Def^t being three Times so-
lemnly called to come into Court came not but made Default - } Warner
or
Alford.
It is therefore considered by the Court that the Plt^f shall recover
ag^t the Def^t the Sum of three Pounds five Shillings & four Pence law-
ful Money Damages and Cost of Court taxed at £1. 7. 4. 3 - After
all which the Def^t by his Attorney M^r Cornelius Jones came into Court
and appealed from the Judgment of this Court to the Next Superior Court
of Judicature to be holden at Springfield within and for the County
of Hampshire on the fourth Tuesday of September Next and recog-
nized with Sureties as the Law directs for prosecuting his Appeal
with Effect as p^r Recognizance on file appears -

Stephen Warner of South Hadley in the County of Hampshire Yeoman
Plt^f vs Gideon Alford of the Same Place Yeoman Def^t In a Plea of the Case } Warner
or
Alford.
for that the Def^t at S^d South Hadley on the Sixteenth of May last by
his Note for Value rec^d promised the Plt^f to pay him five Pounds six
Shillings and Six Pence lawful Money by the first of Oct^r then next
with Interest till paid yet the Def^t often requested has not fulfilled his
said Promise but neglects it to the Plt^f's Damage Ten Pounds -
In this Action the Def^t being three Times solemnly called made
Default of appearance in Court - It is therefore considered by the
Court that the Plt^f shall recover ag^t the Def^t five Pounds thir-
teen Shillings and One Penny lawful Money Damages and Cost
of Court taxed at One Pound Nine Shill^{ings} & four Pence. After all
which the Def^t by his Attorney M^r Cornelius Jones came into
Court and appealed from the Judgment of this Court to the next
Superior Court of Judicature to be holden at Springfield within &
for the County of Hampsh^{ire} on the fourth Tuesday of September
Next and recognized with Sureties as the Law directs for prosecut-
ing his Appeal at S^d Superⁱ Court to Effect as p^r Recogn^{izance} on file appears -

John Ashley of Sheffield in the County of Hampshire Esq^r Plt^f
vs Ebenezer Trumbel of the Same Place Innholder Def^t In a Plea of the Case } Ashley Esq^r.
or
Trumbel.
as p^r the Writ on file is fully set forth - In this Action the Def^t
being three Times solemnly called to come into Court came not
but made Default - It is therefore considered by the Court that
the Plt^f shall recover ag^t the Def^t £6. 8. 0. lawful M^o Damages
and Cost of Court taxed at £2. 5. 0 - w^h Ex^{ch} 31st of Aug^r 1758 -

Ephraim Kidder living on a Tract of Land commonly called
Spencertown lyin West of Storkbridge in the County of Hampshire - } Kidder
or
Miller.
Yeoman Plt^f vs Abraham Miller of Sheffield in the Same County Geo-
man Def^t In a Plea of the Case as p^r the Plt^f's Writ on file is fully
set forth - The Def^t in this Case being three Times solemnly called
to come into Court came not but made Default - It is therefore con-
sidered by the Court that the Plt^f shall recover ag^t the Def^t the
Sum of £10. 0. 0 lawful Money Damages & Cost of Court taxed at £. 8.
Ex^{ch} 31st Aug^r 1758 -

William Bull of Sheffield in the County of Hampshire Plt^f
vs John Hamlin of the Same Place Yeoman Def^t In a Plea of the Case } Bull
or
Hamlin.
as p^r the Plt^f's Writ on file is at Large set forth - The Def^t in this Action being three Times solemnly called to come
into Court came not but made Default - It is therefore considered
by the Court that the Plt^f shall recover ag^t the Def^t the Sum
of £29. 7. 9 lawful Money Damages & Cost of Court taxed at -
Two Pounds five Shillings -

Rufus Herrick of Dutchess County in the Province of New York Jnn
 Herrick } Plaintiff vs Jonathan Dunham of Sheffield in the County
 of Hampshire Defendant - In a Plea of the Case as & the Writ on file is fully set forth - In this case the Def^t. being three Times called to come into Court came not but made Default - It is hereupon considered by the Court that the Pl^t. shall recover ag^t the Def^t. the Sum of £3.1.8. lawful Money Damages & Cost of Court tax ^{at} £2.14.0 -
 Ex^{is} Aug^h 31st 1750 -

William Bull of Sheffield in the County of Hampshire Physician
 Bull } Pl^t. vs Robert Joyner of the Same Place Yeoman Def^t. In a Plea of the
 Joyner } Case as & the Pl^t. Writ on file is at Large set forth - In this case the
 Def^t. being three Times solemnly called to come into Court came not but made Default - It is therefore considered by the Court that the Pl^t. shall recover against the Def^t. the Sum of three Pounds seven Shillings lawful Money Damages & Cost of Court taxed at £2.5 -

William Bull of Sheffield in the County of Hampshire Physician
 Idem } Pl^t. vs Elijah Staunton of the Same Place Gent. Def^t. In a Plea of
 Staunton } the Case as & the Pl^t. Writ on file is fully set forth - In this case the
 Def^t. being three Times solemnly called to come into Court came not but made Default - It is therefore considered by the Court that the Pl^t. shall recover ag^t the Def^t. two Pounds fourteen Shillings and five Pence lawful Money Damages & Cost of Court taxed at £2.5 -

Isaac Hubbard of Sunderland in the County of Hampshire Yeoman
 Hubbard } Pl^t. vs John Alford of South Hadley in the Same County Yeoman
 Alford } Def^t. in a Plea of the Case as & the Writ on file is fully set forth - In this case the Def^t. being three Times solemnly called to come into Court came not but made Default - It is considered therefore by the Court that the Pl^t. shall recover ag^t the Def^t. thirty four Pounds 12/3.1. lawful Money Damages & Cost of Court tax ^{at} £1.14.6 -
 The Pl^t. on the 26 of Aug^h 1750. filed Certificate that he had rec^d Satisfaction of this Judgment in full -

Samuel Kilborn of Wrimfield in the County of Hampshire -
 Kilborn } Yeoman Pl^t. vs John Steel of Springfield in the Same County Yeoman
 Steel } Def^t. in a Plea of the Case as & the Writ on file is fully set forth - In this case the Def^t. being three Times called made Default of Appearance in Court - It is therefore considered by the Court that the Pl^t. shall recover against the Def^t. the Sum of Six Pounds lawful Money Damages and Cost of Court taxed at £1.10.3 -
 Ex^{is} 24. July 1750 -

Abraham Burbank of Suffield in the County of Hampshire Gent.
 Burbank } Pl^t. vs Thomas Smith Jr^d of Springfield in the Same County Geo.
 Smith } man Def^t. in a Plea of the Case for that the Def^t. at S^d Suffield
 28. of Oct^r 1752 by his Note for Value rec^d promised to pay the Pl^t. thirteen Pounds six Shillings & eight Pence lawful Money of this Province or that Value in good Bills of Credit on the Colony of Connecticut within two Years from S^d Date with Lawful Interest from S^d Date till paid yet hath never performed his S^d promise tho' requested but neglected it to the Pl^t. Damage fifteen Pounds - The Parties appeared in Court - And the Def^t. defends & says that he is not indebted to the Pl^t. in Manner & Form as the Pl^t. ag^t him has alledged and thereof prays Judgment - And the Pl^t. consenting that the Def^t. shall give another Plea at the Tryal of the Appeal of the same, says the Def^t. Plea and Matters therein contained is insufficient in Law and that by the Law of the Land he is not held to make Answer -

Answer thereto and this he is ready to prove and thereof prays Judgment and that his Damages and Cost may be adjudged to him. And the Deft. says his Plea is Sufficient. It is therefore Considered by the Court that the Plf. shall recover ag^t the Deft. thirteen Pounds, eighteen Shillings and eight Pence lawful Money Damages. And Cost of Court taxed at One Pound Nine Shillings and four Pence half penny. The Deft. by his Attorney appeals from the Judgment of this Court to the Next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September Next and recognized with Sureties at the Law directed for. Appellants prosecuting his Appeal there with Effect as by his Recognizance on file appears.

Spencer Moulton of Brimfield in the County of Hampshire Clerk Plf. vs James Trislet of the same Place Yeoman Deft. in a Plea of the Case as p^r the Plf's Writ on file is at Large set forth in this Case. the Deft. being three Times solemnly called to come into Court came not but made Default. It is therefore Considered by the Court that the Plf. shall recover ag^t the Deft. the Sum of £ lawful Money Damages and Cost of Court taxed at £1.15.9.

Moulton
Trislet

Samuel Smith of Westfield in the County of Hampshire Physician Plf. vs Philip Case of Sheffield in the same County Yeoman Deft. In a Plea of the Case as p^r the Plf's Writ on file is fully set forth. In this Action the Deft. being three Times solemnly called to come into Court came not but made Default. It is therefore Considered by the Court that the Plf. shall recover against the Deft. the Sum of £13.10.2 lawful Money Damages & Cost of Court taxed at £1.12.

Smith
Case.

Ex^o is 29. May 1750.

William Bull of Sheffield in the County of Hampshire Physician Plf. vs William Webb of the same Place Yeoman Deft. in a Plea of the Case as p^r the Plf's Writ on file is at Large set forth. In this Case the Deft. being three Times solemnly called to come into Court came not but made Default. It is therefore Considered by the Court that the Plf. shall recover ag^t the Deft. the Sum of £2.6.10.3. lawful Money Damages and Cost of Court as p^r Bill allowed at £2.6.9.

Bull.
Webb.

Charles Caldwell of Hartford in the County of Hartford in the Colony of Connecticut in New-England Yeoman Plf. vs Elijah Alford of South Hadley in the County of Hampshire Innholder Deft. In a Plea of the Case as p^r the Plf's Writ on file is fully set forth. In this Action the Deft. being three Times solemnly called to come into Court came not but made Default. It is therefore Considered by the Court that the Plf. shall recover ag^t the Deft. Seven Pounds, twelve Shillings and two Pence one farthing lawful Money Damages And Cost of Court taxed at One Pound Sixteen Shillings & three Pence.

Caldwell
Alford.

Ex^o is 24. July 50.

Matthew Talcott of Middletown in the County of Hartford in the Colony of Connecticut Shopkeeper Plf. vs Elijah Alford of South Hadley in the County of Hampshire Innholder Deft. In a Plea of the Case as p^r the Plf's Writ on file is fully set forth. In this Case the Deft. being three Times called to come into Court came not but made Default. It is therefore Considered by the Court that the Plf. shall recover ag^t the Deft. the Sum of four Pounds, seven Shillings and ten Pence one farthing lawful Money Dam^s & Cost of Court taxed at £1.19.3.

Talcott.
Alford.

Ex^o is 24. July 1750.

White
Sheldon
Pltf. vs Ebenezer Sheldon of Taltown so-called in the same County
Gent. Deft in a Plea of the Case as to the Writ on file is fully set
forth - In this Action the Deft. being three Times called made
Default - Its therefore Considered by the Court that the Pltf. shall
recover agt the Deft. the Sum of two Pounds, thirteen Shillings law
ful Money Damages, & Cost of Court taxed £2.5.10.

Harvey
Wright
Ebenezer Harvey of Northfield Journeyer Pltf. vs Joseph Wright Jr.
of Northampton Yeoman Deft. in a Plea of the Case as to the Writ.
In this Action the Pltf. being three Times solemnly called to come
into Court was Nonsuit and the Deft. defaulted -

Belding
Wright
Jonathan Belding of Northfield in the County of Hampshire Gent.
Pltf. vs William Wright of the same Place Gent. Deft in a Plea of Eject-
ment wherein the Pltf. demands against the Deft a certain Piece
or Tract of Land with the Appurtenances lying and being in the
Township of Northfield aforesaid being in Length Nine Acres &
twenty two Rods and being Part of the thirty eighth original Lot
in that Division of Out Land or Commons in sd Township of
Northfield called the Second Division originally laid out & record-
ed to the Pltf. - A Piece of Land demanded as aforesaid lies near the
Front that is to say the West End thereof viz of sd original Lot -
and is forty six Rods in Length on the Southern Side thereof &
forty Rods in Length on the Northern Side and is thirty four Rods
in Breadth - and says that he within twenty Years last past in
time of Peace in the Reign of George the Second was seized of sd
demanded Premises with the Appurtenances in his Demise
of fee taking the Profits thereof to the Value of fifty Shill.
By the Year since which the Deft hath unlawfully & with-
out Judgment with force and Arms entered therein to dis-
seised the Pltf. thereof & unjustly holds him out to the
Damage of the Pltf. thirty six Pounds. - Both Parties ap-
peared in Court - and the sd William Defends and says
He is not guilty in Manner and form as the Pltf. in his Plea
supposes and of this puts himself on the Country - Upon
which Issue was joined the Evidence produced in Court &
read and the Pleas of the Parties fully heard and the Case
then committed to the Jury Mr Moses Bliss Foreman and
fellows Who returned their Verdict on Oath that they find
for the Pltf. Possession of the Land sued for & Cost of Court -
Its therefore Considered by the Court that the Pltf. shall re-
cover against the Deft. Possession of the Land & Premises sued
for and Cost of Court taxed at five Pounds Eleven Shillings
and five Pence half Penny - The Deft by John Worthington
Esq. his Attorney appeals from the Judgment of this Court
to the Next Superior Court of Judicature to be held at Spring
field in and for the County of Hampshire on the fourth Tues-
day of September next and recognized with Sureties as the
Law directs for prosecuting his Appeal with Effect as by s.
Recognizance on file appears

Sheldon
Blandin
John Hallenbeck Yeoman Aaron Sheldon Gent. & Robert Journeyer
Yeoman all of Sheffield in the County of Hampshire Pltf. vs
Nath Blandin of the same Place Yeoman Deft in a Plea of the
Case as to the Writ on file &c. In this Case the Deft. being
three Times called made Default - Its therefore Considered
by the Court that the Pltf. shall recover agt the Deft. fifteen
Shill & six Pence law ful Money Damages & Cost of Court taxed at 10/6 -

David Ingersoll of Sheffield in the County of Hampshire Gent.
Plff. vs William Spencer of Sheffield Blacksmith Deft. in a Plea of Ingersoll
the Case as p the Plffs Writ on file is fully set forth - The Deft in this or
Case being three Times solemnly called to come into Court came not - Spencer
but made Default - Its therefore Considered by the Court that the
Plff shall recover against the Deft the Sum of three Pounds Seven
Shillings and Six Pence lawful Money Damages And Cost of Court
as p Well allowed at two Pounds 5/1 - Ex^{is} 30. Aug^r 1750 -

David Ingersoll of Sheffield in the County of Hampshire Gent.
Plff. vs Thimothas Smith of the Same Place Husbandman Deft. In a Idem
Plea of the Case as p the Plffs Writ on file is at Large set forth - Smith
In this Action the Deft. being three Times called made Default of
Appearance in Court - Its therefore Considered by the Court that
the Plff shall recover ag^t the Deft the Sum of £6. 7. 10 lawful Money
Damages & Cost of Court layed at £2. 6. 5 - Ex^{is} 30. Aug^r 30.

David Ingersoll of Sheffield in the County of Hampshire Gent.
Plff. vs William Spencer of the Same Place Blacksmith Deft in a Idem.
Plea of the Case for that the Deft. there on the 20th Day of June or
1751 owed the Plff thirty three Pounds eight Shillings & six Pence Spencer
half penny for Sundry Goods & Merchandize he s^r Spencer bought and
received of the Plff. according to the Amount to the Writ annexed &
then and there promised to pay the Same to the Plff on Demand
yet tho' often thereto requested has never paid the Same but -
neglects it to the Plffs Damage forty Pounds - Both Parties appeared
in Court - And the Deft comes and reserving Liberty to make any
New Plea on the Trial of the Appeal, now pleads that he owes the
Plff. Nothing in Manner & Form as the Plff in his Summons has al-
leged and thereof prays Judgment - And the Plff consenting to that
Reservation replies that the Defts Plea is insufficient in Law and
that he is not holden to make Answer w^{it} praying Judgment of
the Same and Judgment for his Dam^t & Cost - And the Deft says
his Plea is Sufficient - Its therefore Considered by the Court w^{it}
the Plff. shall recover ag^t the Deft. the Sum of £33. 8. 5. 2 lawful
Money Damages & Cost of Court layed at £2. 5. 0 - The Deft. un-
appeals from the Judgment of this Court to the Next Superior --
Court of Judicature to be holden at Springfield in and for this
County on the fourth Tuesday of September next & recognized
with Sureties as the Law directs for prosecuting his Appeal --
there with Effect as by his Recognizance on file appears -

Moses Parsons of Middletown in the County of Hartford and
Colony of Connecticut in New-England Yeoman Plff. vs Benjamin Parsons
Wait Yeoman and Daniel Parsons s^r Yeoman both of Springfield or
in the County of Hampshire Defts. in a Plea of the Case as p the Wait &
Writ on file is fully set forth - in this Case the Defts being three
Times solemnly called to come into Court came not but made
Default - Its therefore Considered by the Court that the Plff.
shall recover ag^t the Defts £2. 10. 0 lawful Money Damages and
Cost of Court layed at £1. 13. 3. - Ex^{is} 19. June 1750 -

Thomas Foster Esq^r & Job Morton Yeoman both of Plymouth in the
County of Plymouth Executors of the last Will and Testament of m. Morton's
Timothy Morton late of the Same Town Cooper Dec^d Plff. vs Elijah - Executors -
Hobson late of Windsor in the County of Hartford now of Sheffield in y^e Hobson
County of Hampsh^r Yeoman Deft. in a Plea that hereunder to them in s^r capacity
pleas Five hundred & as p the Writ - the Deft being three Times called
made Default of Appearance - Its therefore Considered by the Court y^t
the Plffs in their s^r Capacity shall recover ag^t the Deft. the Sum of £10. 12. 11.
lawful Money being y^e Chancery of y^e Bond delatd on Deft^s Cost layed at £3. 12. 0.
Ex^{is} 9th June 1750 -

Worthington) John Worthington of Springfield in the County of Hampshire Esq.
 Esq. or Samuel Wall of Canaan in the County ofitchfield now Resident
 Ball - at said Springfield Physician Deft. In a Plea of the Case as p the Plt's
 Writ on file is fully set forth - In this Case the Deft being three Times
 solemnly called made Default of Appearance in Court - Its therefore
 considered by the Court that the Plt's shall recover against the Deft.
 the Sum of £6.15.2 lawful Money Damages & Cost of Court taxed at
 One Pound Six Shillings -

Pynhon) George Pynhon of Springfield in the County of Hampshire Gent.
 or Daniel Parson 2^d of said Springfield Yeoman Deft. In a Plea of
 Parson 2^d Debt as p the Plt's Writ on file is fully set forth - In this Case the Deft
 being three Times called made Default of Appearance in Court -
 Its therefore considered by the Court that the Plt's shall recover ag^t
 the Deft the Sum of £3.5.0. lawful Money being the Chambery of 7.
 Bond declared on Debt & Cost of Court taxed at One Pound 4/3 -
 Ex^{is} 15. Aug^r 1758 -

Pynhon) Edward Pynhon of Springfield in the County of Hampshire Gent.
 or Timothy Nash of Roddowen so called in the same County Yeoman
 Nash. Deft. in a Plea of Debt as p the Plt's Writ on file is fully set forth -
 In this Action the Deft being three Times solemnly called to come
 into Court came not but made Default - Its therefore considered
 by the Court that the Plt's shall recover against the Deft the Sum
 of four Pounds five Shillings & One Penny lawful Money being of Chan
 cery of 7 Bond declared on Debt & Cost of Court taxed at £1.13.3 -
 Ex^{is} 24. July. 1758 -

Pynhon) George Pynhon of Springfield in the County of Hampshire Gent.
 or Threegrace Leavit of Somers in the same County Clerk Deft.
 Leavit. in a Plea of the Case as p the Writ - In this Case the Plt's being three
 times called was Nonfuit and the Deft likewise Defaulted -

Hambelton) John Hambelton of Blandford in the County of Hampshire Yeoman
 or David Wallis of Brimfield in the same County Gent. Deft -
 Wallis. in a Plea of the Case as p the Plt's Writ on file appears - the Deft. in
 this Case being three Times solemnly called to come into Court came
 not but made Default - Its therefore considered by the Court that the
 Plt's shall recover against the Deft three Pounds 7/6 lawful Money Da
 mages & Cost of Court taxed at £1.14.4 - Ex^{is} 15. Aug^r 1758 -

Glover) Thomas Glover of Springfield in the County of Hampshire Geo
 or Daniel Warner of said Springfield Yeoman Deft in a Plea
 Warner. of the Case for that the Deft there on the 20th of Dec^r 1757 by his Note
 for Value rec^d promised to pay the Plt's forty Spanish Milled Dollars by
 the first of February then Next with lawful Interest but the requested
 has not fulfilled his s^d Promise but neglects it to the Plt's Damage as
 he saith fifteen Pounds - the Deft being three Times solemnly called to
 come into Court came not but made Default - Its therefore Consi
 dered by the Court that the Plt's shall recover ag^t the Deft the Sum of
 twelve Pounds 6/5.2. lawful Money Damages & Cost of Court taxed at £1.9.4.
 After all which the Deft by John Worthington Esq. his Attorney came
 into Court and appealed from the Judgment of this Court to the Next
 Superior Court of Judicature to be holden at Springfield in and for the
 County of Hampshire on the fourth Tuesday of September. Next &c.
 recognized with Sureties as the Law directs for the Appellant's
 prosecuting his appeal at said Superior Court with Effect as
 by his said Recognizance on file appears -

William Bell of Palmer in the County of Hampshire Yeoman Plff.
vs William Searle of the Same Place Yeoman Deft. in a Plea of the Case
as to the Plff's Writ on file is fully set forth - In this Case the Deft being
three times called made Default of Appearance in Court - It is therefore
considered by the Court that the Plff shall recover agt the Deft the Sum
of twelve Pounds Six Shillings and five Pence half penny lawful Money
Damages and Cost of Court taxed at £1.13.1.2 - Exp^s 29. May 1758 -

Samuel Bly of Springfield in the County of Hampshire Gent Plff.
vs Jonathan Hall of Palmer in the Same County Yeoman Deft. In a
Plea of the Case for recovering of the Deft three Pounds four Shillings
as to the Plff's Writ on file - On this Case the Deft. being three times
called made Default of Appearance in Court - It is therefore consi-
dered by the Court that the Plff. shall recover against the Deft. a
Sum of three Pounds One Shilling and eleven Pence lawful Money, &
Damages & Cost of Court taxed at £1.6.5.2 - Exp^s is 20. June 1758 -

Ahner Bloggett of Brimfield in the County of Hampshire Yeoman
Plff. vs James Thompson Jun^r of the Same Town Yeoman Deft. In a
Plea of the Case as to the Plff's Writ on file is fully set forth. In this
Action the Deft. being three Times called to come into Court came
not but made Default. It is therefore considered by the Court that
the Plff shall recover against the Deft. the Sum of two Pounds 11/-
lawful Money Damages & Cost of Court taxed at £1.15.9 -

Edward Pyncheon of Springfield in the County of Hampshire Gent Plff.
vs Samuel Wardwell of Montague in the same County husband
man Deft. in a Plea of Debt as to the Plff's Writ on file is at large set
forth. In this Case the Deft. being three Times called made Default
of Appearance in Court - It is therefore considered by the Court
that the Plff. shall recover agt the Deft the Sum of twenty Nine
Pounds Eight Shillings lawful Money being the Chanery of Bond
declared on Debt & Cost of Court taxed at £1.14.6 -
Exp^s is 29. May 1758.

Joseph Dwight of Sheffield in the County of Hampshire Esq^r Plff.
vs Benjamin Colton of Brimfield in the Same County husbandmⁿ
Deft. in a Plea of the Case as to the Plff's Writ on file is fully set
forth - In this Case the Deft. being three times called to come into
Court came not but made Default. It is therefore considered by
the Court that the Plff shall recover agt the Deft the Sum of -
twenty Eight Pounds Eight Shillings and Eight Pence lawful Money
Damages and Cost of Court taxed at £2.3.11 - After all Which the
Deft. by Mr Jones his Attorney came into Court and appealed from
the Judgment of this Court to the next Superior Court of Judicature
to be holden at Springfield in and for the County of Hampshire on
the fourth Tuesday of September next and recognized with Sureties
as the Law directs for prosecuting his Appeal there with Effect
as by said Recognizance on file appears -

Cornelis Van Schaack of Rensselaershook in the County of Albany
Esq^r Plff. vs Eleazer Storkwell of Sheffield in the County of Hamp
shire Husbandman Deft. in a Plea of the Case as to the Plff's Writ
on file is fully set forth - The Deft. in this Action being three -
Times solemnly called to come into Court came not but made
Default - It is therefore considered by the Court that the Plff.
shall recover agt the Deft. the Sum of five Pounds ten Shillings
and ten Pence lawful Money Damages and Cost of Court as
by Bill allowed at two Pounds eight Shillings -
Exp^s is 24. July 1758 -

Cornelis Van Schaack of Kinderhook in the County of Albany Esq^r
 Van Schaack } Plt^r vs Luke Noble Blacksmith and Simeon Noble Labourer both of Sheffield
 Esq^r in } in the County of Hampshire Defts. in a Plea of the Case as by the Plt^r
 Noble br. } Writ on file fully appears - In this Action the Defts. being three Times
 called made Default of Appearance in Court - It therefore Considered
 by the Court that the Plt^r shall recover against the Defts the Sum of
 four Pounds Seven Shillings and One Penny half Penny lawful Money
 Damages and Cost of Court taxed at £2.0.0 - Opⁿ is 24. July 1758 -

Elisha Cooke of Hadley in the County of Hampshire Yeoman Admi-
 Cooke } nistrator on the Goods and Estate of Moses Cooke late of P. Hadley Gentⁿ
 Adm^r } de^r Plt^r vs Ephraim Little of Colchester in the County of Hartford Clerk
 Hastings } and Abigail his Wife which P. Abigail was & is Administratrix on the
 Adm^r } Goods and Estate of Waitstill Hastings late of Hatfield Physician de-
 Defts. as by the Writ on file is - In this Case the Plt^r being three
 Times called was Nonvult & the Defts Defts. then enter for Cost &c -
 but no Bill being filed no Cost is taxed -

John Worthington & Josiah Dwight Esq^r Both of Springfield in the
 Ashley } County of Hampshire & Miriam Ashley of Westfield Gent^{woman}
 Esq^r in } all Executors of the last Will and Testament of Noah Ashley of West-
 Wathins } field Esq^r de^r Plt^r vs Elisabeth Wathins of Westfield in P. County
 Adm^r } Widow and Adm^r on the Goods & Estate of Peter Wathins late of the
 same Westfield Yeoman de^r In a Plea of the Case as by the Plt^r
 Writ on file is fully set forth - In this Action the Deft being three
 times called to come into Court came not but made Default -
 It therefore Considered by the Court that the Plt^rs in their P.
 Capacity shall recover ag^t the P. Elisabeth in her P. Capacity the
 Sum of Eleven Pounds four Shillings and five Pence three farthings
 lawful Money Damages and Cost of Court taxed at £11.3 -
 Opⁿ is June 9th 1758 -

Abner Ray of Hlow in the County of Middlesex husbandman
 Pier } having commenced a Suit against Thomas Pier of Sheffield in
 Ray } the County of Hampshire Yeoman for the Sum of four Pounds -
 fifteen Shillings Money as by the Writ is - but discontinuing the
 same the P. Tho^s by his Attorney prays Costs may be allowed him
 against P. Ray according to Law in such Cases & It therefore
 Considered by the Court that the said Pier shall recover against
 the P. Ray his reasonable Costs taxed at £1.16.5 -
 Opⁿ is 9. June 1758 -

The foregoing Judgments and Orders
 were made and entered up and then the
 said Court adjourned without Day -
 Test. W^m Williams cler.

Hampshire &c. Anno Regni Regis Georgii Secundi magna Britania
Hancina et Hibernia Trecesimo Secundo —

At a Court of General Sessions of the Peace begun and
held at Springfield within and for the County of
Hampshire on the Third Tuesday of May being the
Sixteenth Day of 5th Month A.D. 1738 —

Present —

Joseph Dwight	Esquires
Israel Williams	
John Worthington	
Josiah Dwight	
Seth Field	
William Williams	Justices
Joseph Hawley	
David Moseley	
John Ashley	
Iabez Ward	
Israel Ashley	of
Timothy Woodbridge	
	Court

Grand Jurors —

Nathaniel Brewer Esq^r
Thomas Morgan
Supple Kingsley
John Hunt
Edmund Hubbard
Jonathan Smith Esq^r
John Dickinson Esq^r
Remem^r Wardwell
Aaron Phelps —
Israel Dewey —
Samuel Hinsdale
Jonathan Field
Samuel Smith
Charles Hoar
Eben^r Smith —

Jury of Trials —

Moses Bliss Esq^r
Moses Burt
Moses Stebbins
Martin Phelps
Ephraim Clarke
William Sackett
John Nelson
Samuel Kilburn Esq^r

Jedidiah Bliss	de Tal ^r
Benjamin Warner	
Abner Cotton	
William Crozier	

The Proclamation for suppressing
Vice Immorality and Profaness was
read agreeable to his Excellency's
Order immediately before the Charge
was given to the Jury —

Joseph Hawley of Northampton in the said County Esq^r Who at
the last Court of General Sessions be^{ing} complain'd against Jerijah Strong of the same Town Yeoman for erecting a rail fence on the
private Way there known by the Name of Earl's Lane & thereby en-
croaching & inclosing a Part of y^e same Way as y^e 1st Complaint now
comes into Court and says he will prosecute his 2^d Complaint further
Ordered that y^e 1st Complaint be dismissed & that J^r Strong be not further
held to answer ~~the~~

Jacob Hinds of Pelham in the County of Hampshire Yeoman Compt^r
y^e the Town of Greenwich in 2^d County Esq^r for said Town not being
provided with a Pound or Pound according to Law &c. as y^e 1st Complaint
Which Complaint was made at the last Court of General Sessions of y^e

Peace

and

Peace be and a Summons then ordered to be issued ag^t the Inhabitants of ^{S^d} Town requiring them to appear at this Court and answer to ^{r^d} Compt which was accordingly made directed to a proper Officer commanding him to summon the Inhabitants of the same to appear and answer according to the Honor of the same Writ Who now returns that by Virtue thereof He summoned Abraham Gibbs and John Rags two of the Select Men & Inhabitants of y^e said Town now to appear and answer according thereto yet they ^{S^d} Abraham and John neglect and refuse to appear as they were ordered as afores^d in contempt of the Court and the Law - The Court upon Consideration of the Matter do determine and Order that a Capias do not issue ag^t the ^{S^d} Persons unless specially ordered -

Lamb. App^t Samuel Lamb of Springfield in the County of Hampshire Yeoman
 v^r G. Reg^y Appellant in The Lord the King - from a Sentence given ag^t him & said Samuel at a trial had before John Worthington Esq^r One of his Majesty's Justices of the Peace &c^r for the Crime of Drunkenness &c^r the Case was further Continued by Order of Court to the next Court of General Sessions of the Peace to be held at Springfield on the last Tuesday of August next the Writ^s not being within this Court Who were on y^e Part of y^e King.

G. Reg^y John Worthington Esq^r Attorney for the King in this Behalf hereby
 v^r Bagg gives the Court to understand that David Bagg of Westfield in the County of Hampshire Yeoman on the 15th of May in the 29th Year of his Majesty's Reign did with Force and Arms unlawfully & unjustly erect and set up a Fence of the Length of five Rods on that Part of the Town Street in ^{S^d} Town of Westfield that lies ag^t the Front of his ^{S^d} David's home lot - there and did then and there by ^{S^d} Fence incroach upon & inclose a part of the same Street of the Length of five Rods as afores^d and of y^e Width of One Rod and did then and there by ^{S^d} Fence brighten the Passage there thro' the same Street and lessen the Breadth and that said David hath ever since continued the same Fence there to this time to the Great Injury of all the Inhabitants of y^e said Town passing and that have Occasion to pass thro' y^e same Way Contrary to the Law of this Province in such Cases provided - praying the ^{S^d} David may be proceeded ag^t according to Law in the Premises. Which Complaint was made at the last Court & signed John Worthington When and Where Process was awarded ag^t the said David that he might be had before this Court to answer to the foregoing Complaint - And now the ^{S^d} David being bro^t before the Court and hearing the Complaint pleaded Guilty thereto - Ordered that the Nuisance be forthwith removed and appropriated to pay the Cost of removing the same and that the ^{S^d} David pay a fine of One Shilling to his Majesty and Cost of Prosecution Taxed at 17/6 and Stand committed till Sentence be performed - paid

Idem John Worthington Esq^r Attorney for the King & in this Behalf hereby
 v^r Dewey gives this Court to understand that Martin Dewey of Westfield in y^e County of Hampshire Gent. on the 15th of May in the 29th Year of the now King's Reign did with force and Arms erect and set up a Fence of the Length of two Rods on a Part of a certain Street in Westfield afores^d laid out - agreeable to Law leading from the Meadow Gate South of and near the House of Eldad Taylor Esq^r there and extend along by the Publick Meeting House in ^{S^d} Town viz on that Part of ^{S^d} Way that adjoins to the home lot of ^{S^d} Martin on the Northerly End thereof and did then and there by said Fence incroach upon and inclose a Part of the said Street of y^e Length of two Rods and of the Width of eight feet thereby straightening the Passage thro' the same Street and lessening the Breadth thereof and the said Martin hath continued the same Fence there ever since ^{S^d} fifteenth of May to this Day to the great Injury of all the Liege People.

People of the said Lord the King Inhabitants of the said Town pass
ing and repassing in and over the same Street - All Which is contrary
to the Law of this Province in such Cases provided - praying the said
Martin may be proceeded against according Law - Which Complaint
was made at the last Court and signed John Worthington - At Which
Court Process was awarded against the said Martin that he might be had
before this Court to answer to the said Complaint - and Now the said Mar-
tin being brot before the Court and hearing the Complaint read pleaded
guilty to the same - The Nuisance having been since the Complaint
was made removed - Its determined by the Court that the said Martin
shall pay a fine of One Shilling to his Majesty and Cost of Prosecution
taxed at 17/6 and stand committed till Sentence be performed - paid.

G. Rex
or
Dewey

The Grand Jurors for the Lord the King for the Body of this County
do on their Oaths present Agnes Brown of Westfield in the County of
Hampshire Spinster and Single Woman for that some Negro Man
to the Jurors unknown committed the Crime of Fornication with her
the said Agnes And Whereon the said Jurors on their Oaths say that
some Negro Man to the said Jurors unknown at said Westfield on 5th
of May in the 29 Year of the Reign of the said Lord the King com-
mitted the Crime of Fornication with her the said Agnes by then
and there having carnal Knowledge of the Body of said Agnes and
that the said Agnes was then and there consenting thereto and
voluntarily and willingly had carnal Knowledge of the same Negro
Man the said Agnes being an English Woman and single & unmarried
and so the said Jurors say that some Negro Man to them unknown
then and there had carnal Knowledge of the Body of the said Agnes &
that the said Agnes then and there had carnal Knowledge of the same
Negro Man and so committed Fornication with him All Which is
against the Law of this Province in such Cases provided the King's
Peace his Crown and Dignity - Which Presentment was made at the
Court of General Sessions of the Peace held at Springfield on 7th of
Tuesday of May 1757 - and signed James Symon Foreman
The said Agnes being brot before this Court had her Presentment
read to her and being required to plead to it pleaded guilty to the
same - The Court on Consideration of her Offense do adjudge
and determine that the said Agnes be whipped fifteen Stripes
on her Naked Body to be well laid on and that she pay Costs
of Prosecution and be committed till this Order be performed
Cost was taxed at £2. 10. 5. she not being able to pay it was com-
mitted accordingly

Idem
or
Agnes
Brown.

John Gibbs of Greenwich in the County of Hampshire Yeoman
on his Majesty's behalf and his own Complaint and says that at
said Greenwich on the 23^d of February last Isaac Davis of said
Greenwich Yeoman did wittingly and willingly with Bow and
Arms kill three wild Deer and had then and there the raw flesh
and Skins of said three Deer in his Possession contrary to one Law
of this Province in such Cases provided and the King's Peace,
Praying proper Process against said Isaac that he may be proceeded
against according to Law Which Complaint was first made before
Jonah Dwight Esq. One of his Majesty's Justices of the Peace for
this County Which said Justice by his Warrant had the said Davis con-
vented before himself the 4. of April last and recognized him now to
appear and answer to the Complaint - and the said Davis being now in
Court and hearing the foregoing Complaint read pleaded guilty
thereto so far only as that he had been guilty of killing One Wild
Deer contrary to Law - The said Gibbs then agrees to prosecute his
Complaint no farther - Its hereupon Considered and
deter-

Gibbs
or
Davis

Gibbs-
or
Davis } Determined by the Court that the said Davis for his Offence
in killing one Deer as aforesaid shall pay a fine of ten Pounds law-
ful Money the One half thereof to be to the Informer the other
half to be to his Majesty for the Support of Government & Cost
The said Davis refusing to pay s^d fine further Ordered by the
Court that He be disposed of in Service to Some of his Majesty's
Liege People for the Space of two Months for the most He will
produce and stand committed till Sentence be performed -
Sold to William Williams Esq^r for £2.1 - Cost £1.15.6 - paid -

Worthington
Esq^r & Reg^r
Clark- } John Worthington Esq^r on the Behalf of the King informs this Court
ag^t Stephen Clark of Brimfield in the County of Hampshire Yeoman for
for his having killed One Wild Deer contrary to Law - The Witnesses in
this case not being to be obtain'd ordered the s^d Stephen recognize with
Sureties in the Sum of Sixteen Pounds for his Appearance at the Next
Court -

Stephen
Clark
Ready } Stephen Clark as Principal recognized in the Sum of £16 Dan^l Lamb-
and Ben^l Bolton as Sureties in the like Sum for his s^d Clark's perso-
nal Appearance before the Justices of this Court at the next Court
of General Sessions to be holden at Springfield for this County on
the last Tuesday of August next to answer w^h Complaint next above
and to do & receive what by s^d Court shall then be enjoined him &c -

Worthington
Esq^r & Reg^r
Henton } John Worthington Esq^r in Behalf of the Lord the King complains &
informs this Court that William Henton of Brimfield in the County of
Hampshire Yeoman did on the Tenth Day of February last past at s^d
Brimfield with force and arms wittingly & willingly kill One Wild-
Deer and then and there had the raw flesh & skin of said Deer in his Pos-
session contrary to the Laws of this Province in such Cases provided and
the King's Peace - The said William Who was bound by Recognizance to
make his personal Appearance here being now in Court and Having this
Complaint read to him pleaded guilty thereto - It's hereupon Ordered by
the Court that He s^d Henton pay a fine of Ten Pounds lawful Money the
One half thereof to be to the Informer the other half thereof to be to his
Majesty for the Support of Government and Cost of prosecution and stand
committed &c - He being unable to pay the fine further ordered that He be
put to Service to Some of his Majesty's Liege People for the Space of two -
Months - Cost was taxed at 10/6 - Sold for £2.2. to Col^l W^m Williams -

Adam
& Reg^r
Griswold. } John Worthington Esq^r in behalf of the Lord the King complains and
informs the Court that John Griswold of Granville in the County of Hamp-
shire in s^d County on the tenth Day of February last past at s^d Granville
did willingly and wittingly with force and arms kill one Deer and
had then and there the raw skin and flesh of s^d Deer in his Possession
contrary to the Laws of this Province in such Cases provided and the
King's Peace - The said Griswold, Who was bound by Recognizance to
make his personal appear, being now in Court had the foregoing Com-
plaint read to him and being required to plead pleaded guilty thereto
Ordered by the Court that He pay a fine of ten Pounds lawful Money
the One half to be to the Informer the other half to his Majesty for
the Support of Government & Cost of Prosecution taxed at £1.3.9
and stand committed &c - the s^d Griswold being unable to pay the
fine - the Court further Order that He be put to Service to Some of
his Majesty's Liege People for the Space of two Months - He was
sold accordingly to William Williams Esq^r for forty Shillings -
lawful Money - Cost paid -

John Worthington Esq. in Behalf of the Lord the King complains & informs the Court that Ezekiel Sweetman of Granville in the County of Hampshire Yeoman did there on the Tenth Day of February last kill One Deer & then and there had the raw Skin and flesh of the Same Deer in his Possession contrary to the Laws of this Province in such Cases provided and the King's Peace - The said Ezekiel being bound by Recognizance to make his personal here, and now in Court had the foregoing Complaint read to him and being required to plead to the Same pleaded guilty thereto. The Court upon Consideration of his Offence Order that he pay a fine of ten Pounds lawful Money the One half thereof to be to the Informer the Other half to his Majesty's Use for the Support of Government and Cost of Prosecution taxed at One Pound three Shillings and Nine Pence and stand Committed till Sentence be performed - The s^d Ezekiel being unable to pay s^d fine further Ordered that he be put to Service to some of his Majesty's Liege People for the Space of Two Months - Sold to Col^o William Williams Esq. for £2.2 accordingly - Cost paid.

John Worthington Esq. in Behalf of the Lord the King complains to this Court and informs against Robert Samuel Jun^r of Palmer in the County of Hampshire Yeoman That s^d Robert at said Palmer on the Tenth Day of February last past did wittingly and willingly kill one Deer and then and there had the raw flesh and Skin of s^d Deer in his Possession contrary to the Laws of this Province in such Cases provided and the King's Peace. The said Robert being now present in Court had the foregoing Complaint read to him and being required to plead to the Same pleaded Guilty thereto. The Court determine and Order that the said Robert shall pay a fine of ten Pounds lawful Money the One half thereof to be to the Informer the other half to his Majesty's Use for the Support of Government and Cost - paid.

John Worthington Esq. in Behalf of the Lord the King informs this Court that Joseph Miller of Granville in the County of Hampshire Yeoman at said Granville on the Tenth Day of February last did kill one Deer and then and there had the raw Skin and flesh of the Same Deer in his Possession contrary to the Laws of this Province in such Cases provided and the King's Peace - The s^d Joseph being bound by Recognizance to make his personal Appearance here now comes into Court and having the foregoing Complaint read to him pleaded Guilty thereto - The Court hereupon order that he shall pay a fine of ten Pounds lawful Money the One half thereof to be to the Informer the other half to his Majesty for the Support of Government & Cost of prosecution and stand Committed till Sentence be performed - He not being able to pay his fine further Ordered that he be put to Service to some of his Majesty's Liege People for the Space of two Months - Sold to Israel Arkley Esq. for two Pounds two Shillings accordingly - Cost was taxed at £1.11.6. & paid.

John Worthington Esq. in Behalf of the King informs this Court that Matthew Blair of Blandford in the County of Hampshire Yeoman on the Tenth of February last did at s^d Blandford kill One Deer and then and there had the raw Skin and flesh of the Same Deer in his Possession - Contrary to the Laws of this Province in such Cases provided and the King's Peace - The said Matthew being here present in Court had the foregoing Complaint read to him and being required to plead there to pleaded Guilty - Ordered that he pay a fine of ten Pounds lawful Money the One half thereof to be to the Informer the other half to be to his Majesty for the Support of Government and Cost of Prosecution and stand Committed &c. - He not being able to pay s^d fine further Ordered that he be put to Service to some of his Majesty's Liege People for the Space of two Months - Sold to William Williams Esq. for £2.2 accordingly - Cost taxed at £1.3.6 paid.

John Worthington Esq. in Behalf of the Lord the King complains
 and informs this Court that Aaron Davis of Stafford in the County of
 Connecticut Yeoman did at Springfield in the County of Hampshire on
 the tenth Day of February last past kill One Deer and then and there
 had the raw Skin and Flesh of the same Deer in his Possession con-
 trary to the Laws of this Province in such Cases provided and the King's
 Peace of which Ebenezer Bliss first informed. The said Aaron being here-
 present in Court had the foregoing Complaint read to him and being
 required to plead thereto pleaded guilty. The Court thereupon Ordered
 that the ^sr Aaron shall pay a fine of Ten Pounds lawful Money the One
 half thereof to be to the Informer the other half to his Majesty for the
 Support of Government and Cost of Prosecution taxed at four Pounds
 four Shillings and ten Pence. The ^sr Davis not being able to pay his
 fine further Ordered that he be put to Service to some of his Majesty's
 Liege People for the Space of Two Months - Sold to Col^o W^m Williams
 for £1.14. accordingly - Cost paid.

Idem
 or
 James Sloan } John Worthington Esq. in the Behalf of the Lord the King complains
 and informs this Court that James Sloan the ^sr of Pelham in the County
 of Hampshire a Minor under Age of twenty One Years and Son of
 James Sloan the first of ^sr Pelham and a husband man at ^sr Pelham
 on the tenth of February last did kill One Deer and then and there
 had the raw Skin and Flesh of ^sr Deer in his Possession Contrary to
 the Laws of this Province in such Cases provided and the King's Peace
 and that John Gibbs of Greenwich first made Information thereof
 against ^sr Sloan. The ^sr James being now present in Court and hav-
 ing had the foregoing Complaint read to him and being called up-
 on to plead pleaded guilty thereto. The Court thereupon Ordered the
 said James for his Offence should pay a fine of ten Pounds lawful
 Money the One half thereof to be to the Informer the other half to
 his Majesty for the Support of Government and Cost of Prosecution
 taxed at three Pounds Nine Shillings and stand committed till
 Sentence be performed. The said James not being able to pay the
 fine the Court further Order that he be put to Service to some of
 his Majesty's Liege People for the Space of two Months - Sold to
 Martin Phelps for £2.3. accordingly - Cost paid.

D^r Keel
 or
 M^cClure } The Grand Jurors for the Lord the King for the Body of this Coun-
 ty do on their Oaths present James M^cClure of Pelham in the County
 of Hampshire Yeoman for that said James at said Pelham on the 10th
 Day of February last past did with Force and Arms wittingly and
 willingly kill One Deer and then and there had the raw Skin and
 Flesh of the same Deer in his Possession Contrary to the Laws of
 this Province in such Cases provided and the King's Peace his Crown
 and Dignity. Which Presentment was now made and signed Nath^l
 Brewer Foreman. The said James being now Present in Court had
 the foregoing Presentment read to him and being required to plead to
 it pleaded guilty thereto. Ordered by the Court that he pay a fine of
 ten Pounds lawful Money to be to his Majesty for the Support of Go-
 vernment and Cost of Prosecution taxed at Six Pounds two Shillings
 and stand committed till Sentence be performed. The said James
 not being able to pay the fine further Ordered that he be put to
 Service to some of his Majesty's Liege People for the Space of two
 Months - Sold to Joseph Bridgman for £2.1. accordingly -

Idem
 or
 Grosset } The Grand Jurors for the Lord the King for the Body of this County
 do on their Oaths present Samuel Grosset of Pelham in the County of
 Hampshire Yeoman for that said Samuel at ^sr Pelham on the tenth
 Day of February last past with Force and Arms did wittingly and
 willingly -

Willingly kill two Deer and then and there had the raw Skin and flesh of the same Deer in his Possession contrary to the Law of this Province in such cases provided the Peace of the said Lord the King his Crown and Dignity. Which Presentment was now made and signed Nath^l Brewer Foreman. The said Samuel being present in Court had his Presentment read to him and being called upon to plead pleaded guilty to said Presentment so far as that he had killed one Deer contrary to Law &c. and The Attorney for the King comes and says he will no further prosecute the said Samuel on the s^d Indictment. The Court on Consideration of the s^d Samuel's Offence order that he pay a fine of ten Pounds lawful Money to his Majesty for the Support of Government and Cost of Prosecution taxed at £2.12. and stand committed to the said Samuel not being able to pay the fine the Court further order that he be put to Service to some of his Majesty's Liege People for the Space of two Months - Sold to W^m Croset for £1.1.6. accordingly -

Idem
17
Croset

The Grand Jurors for the Lord the King for the Body of this County do on their Oaths present that James Croset of Pelham in this County did there on the tenth of February last past with Horn and Arms willingly and willingly kill One Deer and then had the raw Skin and flesh of the same Deer in his Possession contrary to the Law of this Province in such cases provided and the King's Peace his Crown and Dignity. Which Presentment was now made and signed Nathaniel Brewer Foreman. The said James being now present in Court was ordered to the Bar and having had his Presentment read to him and he required to plead thereto pleaded guilty - Ordered that he pay a fine of ten Pounds lawful Money to his Majesty and Cost of Prosecution taxed at £2.12. and stand committed to - He not being able to pay his fine further ordered that he be disposed of in Service to some of his Majesty's Liege People for the Space of two Months - Sold to W^m Croset for £1.1.6. accordingly - (not paid)

Idem
17
Croset

James Sloan the third of Pelham in this County Yeoman was by the Grand Jurors for the Lord the King now presented for killing One Deer contrary to Law - for which the Attorney for the King having at this Court informed ag^t the s^d James and the s^d James having been now find^e to the King according to Law in this Case for the same Crime. The said Attorney for the King now comes and says he will no further prosecute the said Indictment - Ordered that he be not held to answer thereto and that the same be dismissed -

Idem
17
Sloan

Abner Sikes of Springfield in the County of Hampshire Yeoman was now presented by the Grand Jurors for the Lord the King for the Body of this County for killing One Deer contrary to Law. Presentment - John Worthington Esq^r Attorney for the King now comes into Court and says he will not further prosecute the s^d Abner on the s^d Indictment - Ordered that the same be dismissed accordingly -

Idem
17
Sikes

John Miller the s^d of Springfield in the County of Hampshire Yeoman Who was presented at the Court of General Sessions of the Peace held at Northampton in February last for unlawfully absenting himself from the publick Worship of God at s^d Springfield for six Months next preceding the Second Tuesday of November last was now brought before the Court and examined touching the Premises and The Court having fully heard the Reasons of his absenting himself as aforesaid from the publick Worship there at s^d Springfield do determine the said John is not guilty - and order the s^d Indictment be dismissed and that he be not further held to answer &c. -

Idem
17
Miller

21.

John Gibbs
Recogniz

John Gibbs of Greenwich recognized as Principal in the Sum of twenty Pounds and Jacob Gibbs as Surety in a like Sum for the said John making his personal Appearance before the Justices of the Lord the King at the Next Court of General Sessions of the Peace to be holden at Springfield within and for the County of Hampshire on the Last Tuesday of August Next to answer to the Complaint of Mary Davis of the said Greenwich Single Woman Who complains against the said John for Maintenance of a Bastard Child begotten on her Body & and for his performing the Order of said Court &

Davis
Recogniz

Ordered that Eleazer Davis further recognize with Sureties in the Sum of five Pounds for his appearing at the next Court & The said Davis recognized as Principal in five Pounds and Aaron Shelden Gent. as Surety in the like Sum for his the said Davis making his personal Appearance before the Justices of the Court of General Sessions of the Peace to be held at Springfield on the Last Tuesday of August Next then and there to answer to such Things as may be objected ag^t him on his Majesty's Behalf ^{especially to the Respect of the Grand Jury by stating} for his performing the Order of said Court and not departing without Licence

Newcomb
Recogniz
discharg

Benjamin Newcomb of Canaan in Litchfield County Who was bound by Recognizance to make his Personal Appearance here to answer to such Things as should be objected against him on his Majesty's Behalf especially respecting his having been possessed of the Hest of One or more Deer since the twenty first of Dec^r last. was now discharged by Proclamation by Order of Court

Worthington
Esq. & Roge
Amory &

John Worthington Esq. Attorney for the King and in that behalf complains and informs the Court against Josiah Pomeroy of Northampton Gent. & sundry other Persons there for setting Stakes on the Common high Way of the Lord the King there leading from the Meeting House there to Clark's Ferry there praying process ag^t the said Persons - Ordered that Warrants be made against the said Persons respectively according to the respective Complaints on file that they may be had at the Next Court to answer &

Halfield
Select -
Men in
Miller &

Israel Williams Esq. and others Select Men of the Town of Hatfield Compt^r in Joseph Miller of Springfield Gent. and others praying the said Miller and others might be obliged to support the Widow Eliza's Graves of the said Hatfield - Ordered the Parties be summoned to appear at the Next Court to answer to the Complaint &

Eldad
Taylor
Esq. Pet

Eldad Taylor Esq. presented a Petition to this Court praying The Court to order the necessary high Ways from the Country Road in Mansford to No. 4 and from thence to Pontoofock to be laid out in the most convenient Places for the Use of his Maj^{ty}'s Subjects - Which was read and Ordered by the Court that the Consideration of the Matter shall be referred to the Next Court &

Mr. Ashley
Esq.
Beh. &

Licence was granted by this Court to John Ashley of Sheffield Esq. to sell Tea Coffee & China Ware - Who recognized with Sureties at the Law direct^{ly} for his duly paying the Charge for the Articles as said Recognizance on file appears

Jonathan
Root
Yea &

Licence was by this Court granted Jonathan Root of Sheffield to sell Tea Coffee and China Ware. Josiah Shelden Gent. recognized with Sureties according to Law for the said Root's duly paying his Exp^{se} as by his said Recognizance on file appears

Licence was granted to Benjamin Leonard of Springfield to keep a Ferry at the Place called the Upper Wharf there the fare to be as usual Who recognized in Ten Pound. lawful Money for the faithful Performance of his Trust as ϕ s^d Recognizance on file — Benj^a Leonard

Upon opening and sorting the Votes for a County Treasurer for the County of Hampshire it appeared Mr. Edward Fynishon of Springfield was chosen to that Office. Who was sworn faithfully to perform the Duties of that Office accordingly — County Treasurer

John Worthington and Josiah Dwight Esq^r were by this Court appointed a Committee to build a Bridge across or over Chiquapee River between Brimfield and Palmer in the Country Road leading from Springfield to Boston at the Place called black's grinding Mare near the House of Aaron King in Palmer as soon as the Money necessary for that Purpose shall be obtained — Comtee to build a Bridge in Palmer

Ordered by the Court that the Town of Brimfield in this County be assessed the two fines laid on them by the Court of General Sessions held at Springfield in August 1756 for not being provided with a Grammar School Master according to Law in their next Warrant for a County Tax unless it shall be paid agreeable to the Order of Court before that Time — Brimfield fine for not being provided with a Grammar School

Ordered that the Clerk of this Court procure as soon as may be The Temporary Laws of this Government and all the Loose Acts thereof to be for the Use of this Court of General Sessions &c at their respective Terms at the Charge of this County — Clerk Ordered to get the Laws

Eli Root and Mindwell Sackett were joined in Marriage by the Rev^d Mr. Ballantine the 10th of July 1755. as ϕ Certificate from Westfield Town Clerk appears — Root Sackett

Reuben Noble and Ann Ferguson were joined in Marriage by the Rev^d Mr. Ballantine 17. July 1755. as ϕ Cert^d under ϕ hand of Westfield Town Cler. Ferguson Joseph Leonard & Mary Ashley were join'd in Marriage by the Rev^d Mr. Ballantine 13. May 1756. as ϕ Cert^d under the hand of Westfield Town Cler. Leonard Ashley

Nicholas Brown and Mary Root were married together 14 June 1756 by Israel Ashley Esq^r as ϕ Cert^d under the hand of the Town Cler. of Westfield Root

Titus Noble and Bethiah Dewey were joined in Marriage 25 Nov^r 1756 by the Rev^d Mr. Ballantine as ϕ Cert^d from ϕ Town Clerk of the Town of Westfield Dewey Noble

Daniel Fowler & Eleanor Williams were join'd in Marriage 11 Dec^r 1757. by the Rev^d Mr. Ballantine as ϕ Cert^d from ϕ Town Clerk of the Town of Westfield Williams

William Jones and Eleanor Noble on the 22^d Sept. 1757 were join'd in Marriage by the Rev^d Mr. Ballantine. as appears ϕ Cert^d from the Town Clerk of Westfield Jones Noble

Medad Dewey and Elisabeth Noble 8th Dec^r 1757. were join'd in Marriage by the Rev^d Mr. Ballantine. as appears ϕ Cert^d from Westfield Town Clerk Dewey Noble

Sam^l Cadwell & Abigail Phelps Dec^r 29. 1757 were joined in Marriage by the Rev^d Mr. Ballantine as appears by Cert^d under ϕ hand of Westfield Town Cler. Cadwell Phelps

Ichabod Lee and Martha Root were joined in Marriage Dec^r 29 1757. by the Rev^d Mr. Ballantine. as appears ϕ Cert^d under the hand of Westfield Town Clerk Lee Root

Pursuant to a Warrant under the Hands of the Select Men of the District of South Hadley bearing Date the Ninth of January last William Dunston & Elisabeth his Wife John Dunston Elisabeth Dunston and Joseph Dunston their Children January 27 1758 were married by Aaron Nash Esq^r of said District forthwith to Depart and leave the former ϕ Warrant and Return on file appears — William Dunston Children

Pursuant to a Warrant under the Hands of the Select Men of the Town of Springfield bearing Date the 30th Day of Sept 1736. Hannah Grimes Daughter of Grimes & Nafe, be Grimes Jun^r and Ann Nafe were warned to depart and leave said Town by Sam^l Palmer Const^{ble} of Springfield on the 4. Day of Oct^r 1736. Searle & on the 24 of Dec^r 1736. pursuant to the same Warrant William Searle and Mary his Wife and William Searle Jun^r were warned by Moses Brooks Stobbins Const^{ble} of the same Town to depart out of said Town - And on the 1st of Mar. 1737 pursuant to the same Warrant Joseph Brooks and Miriam his Wife and Tisha Brooks their Daughter were warned by George Hitchcock Constable of Springfield to depart and leave said Town as appears by Warrant and Return on file

Pursuant to a Warrant under the Hands of the Select Men of Westfield dated the 6th of February last on the 13th of March last. Isabel the Wife. John James & Barnard the Children of James Bolton. Obadiah Moor and Comfort his Wife Sam^l Lamb Jun^r and Hannah his Wife and Eliphoelet their Child, Silvanus Dudley and Mindwell Porter and on the 17th of 4th same Month James Porter were warned by Jn^o Ingersoll Constable of Westfield to Depart & leave said Town for the with as the said Warrant and Return on file appears

Pursuant to a Warrant under the Hands of the Select Men of Westfield dated the 5th of April 1750. Joseph Munsel & Abigail his Wife on the Seventh of the same April William Dunston & Mary his Wife Jn^o Dunston Joseph & Elizabeth Dunston on the 10th of 5th Month were warned by David Bagg Constable of Westfield to Depart & leave said Town as by Warrant & Return on file appears

Pursuant to a Warrant under the Hands of the Select Men of South Hadley dated the 2^d of May 1750 Martin Gomer & Judith his Wife & Mary their Daughter, and also pursuant to another Warrant of the same Date under the Hands of the same Select Men Mary Smith were all warned on the 12th Day of May afores^d by Sam^l Taylor Const^{ble} of said South Hadley to depart out of and leave said Place forthwith as by Warrants and Return on file appears

Pursuant to a Warrant under the Hands of the Select Men of the District of New Salem dated April 14 1750. Thomas Dagget with his Wife and Family on the 30th of April 1750 were warned to depart out of the said District forthwith by Jonathan Child Const^{ble} of said District as by Warrant and Return on file appears

The foregoing Judgments and Orders were made and entered up and then the said Court adjourned without Day

Teste W^m Williams Cler.

Hampshire. Anno Regni Regis Georgii Secundi magnae Britanniae
Franciae et Hiberniae Tricesimo Secundo

At an Inferior Court of Common Pleas begun and
held at Springfield in and for the County of ... } August
Hampshire on the Last Tuesday of August being } Court
the 29th Day of 8th Month Anno Domini 1758. } 1758-

Present
Joseph Dwight }
Israel Williams }
Josiah Dwight } Just^s
Tim^r Dwight Jr^r } of 5th
Court

Jury for Trials —
Joseph Blaggett Jun^r
Aaron Cotton —
John Kail Jun^r
Stephen Robbins
Elisha Strong
John Field
Alexander Smith
Nathan Hoar
Enathan Burt
Brook Hide
Thos^r Kinwood
Ebenezer Alexander

Jury
of
Trials

William Patterson of Palmer in the County of Hampshire
Yeoman Plt^r vs Samuel Patterson of said Palmer Yeoman Def^t. } Patterson
In a Plea of Trespass on the case as p^r of Plt^r's Writ on file is }
at Large set forth. This Action was originally commenced to be } Patterson
heard and tried at the Inferior Court h^{eld} at Northampton
on the Second Tuesday of November last at which Court the Par-
ties entered into a rule of Court to refer it as there on file. The
Papers necessary for the Reference, not having been taken out of
the Clerk's Office by either Party, the Court ordered the Action
to be continued from Court to Court till this Court. And Now
the Plt^r being three times called was Non suit. The Def^t.
then enters for his cost. It is therefore considered by the Court
that the Def^t shall recover ag^t the Plt^r his reasonable cost as
p^r Bill allowed at £2.2-

John Rutherford Plt^r vs Anthony Austin Def^t. The Reference
to Whom this case was referred at of last Court not having made } Rutherford
Report. Ordered the Action be further continued to the next Court }
Common Pleas to be held at Northampton for this County on the } Austin
Second Tuesday of Nov^r Next

Jonathan Moody of Hadley in the County of Hamp^{sh} Yeoman Plt^r } Moody
vs Matthias Kelsey of s^d Hadley Yeoman Executor of his own Wrong }
to Jonathan Pierce late of s^d Hadley Taylor Dec^t by his s^d Kelsey's } Kelsey
having of his own Wrong and without any right or Authority taken }
Possession of the Estate which belonged to s^d said Pierce at his Death }
and improving the same to his own use, in s^d Capacity Def^t in a }
Plea of the case as p^r the Writ on file is fully set forth. In this case }
The Def^t being three times solemnly called to come into Court came }
not but made Default. It is therefore considered by the Court that }
the Plt^r shall recover ag^t the Estate of s^d Pierce in the hands of s^d Def^t. }
Executor in his own Wrong as afores^d £6.16.8. law Money Damages and }
Cost of Court layed at £14.1- }
Exp^s is paid £19 Sept. 58.

Strickland } John Stricklen of Hadley in the County of Hampshire Yeoman & a
 Taylor } Deputy Sheriff under Oliver Partridge Esq: Sheriff of R. County. Plt^y vs -
 Jonathan Taylor of Deerfield in the same County Husbandman Def^t.
 in a Plea of the Case as p^r the Writ on file is fully set forth - In
 this Case the Def^t. being three Times solemnly called to come into
 Court, came not but made Default - It's therefore Considered by
 the Court that the Plt^y shall recover ag^t the Def^t the Sum of Six
 Pounds ten Shillings and two Pence three farthings lawful Money
 Damages and Cost of Court taxed at £15.9. - Ex^o is 15. Sept. 1758.

Foster } Amos Foster of New Salem in the County of Hampsh^r Yeoman
 Childs } Plt^y vs Timothy Childs of Greenfield in the same County Geo-
 man Def^t. In a Plea of the Case as p^r the Writ on file is fully
 set forth - In this Case the Def^t. being three Times solemnly called to
 come into Court came not but made Default - It's therefore Consider-
 ed by the Court the Plt^y shall recover against the Def^t Ten Pounds
 and Eleven Shillings lawful Money Damages and Cost of Court as
 p^r Will allowed at Two Pounds two Shillings & Six Pence -
 Ex^o is 13 Oct^r 1758 -

Van Schaack } Cornelius Van Schaak of Henderhook in the County of Albany Co.
 Esquire } Province of New York Esq. Plt^y vs Ebenezer Smith of Sheffield in
 Smith } County of Hampshire Yeoman Def^t. in a Plea of the Case as p^r the
 Plt^y Writ on file is at Large set forth - in this Case the Def^t.
 being three Times solemnly called to come into Court came not
 but made Default - It's therefore Considered by the Court that
 the Plt^y shall recover against the Def^t the Sum of five Pounds -
 thirteen Shillings and Six Pence lawful Money Damages and Cost
 of Court taxed at Two Pounds fifteen Shillings & Nine Pence -
 Ex^o is 23. Sept. 1758 -

Kellogg } Abraham Kellogg of Hadley in the County of Hampshire Yeoman
 Powers } Plt^y vs Timothy Powers late of Roadtown in R. County husbandman
 Def^t. in a Plea of the Case as p^r the Plt^y Writ on file is fully set
 forth - In this Case the Def^t. being three Times solemnly called to
 come into Court came not but made Default - It's therefore Consi-
 dered by the Court that the Plt^y shall recover against the Def^t.
 three Pounds Seven Shillings and Two Pence two farthings law-
 ful Money Damages and Cost of Court tax^d at £16.3 -
 Ex^o is 12. Sept. 1758 -

Nelson } Philip Nelson of Suffield in the County of Hampshire Yeoman
 Smith } Plt^y vs Phineas Smith of Sheffield in y^e same County Yeoman -
 Def^t. in a Plea of the Case as p^r the Plt^y Writ on file is fully
 set forth - in this Case the Def^t. being three Times solemnly call-
 ed to come into Court came not but made Default - It's therefore
 Considered by the Court that the Plt^y shall recover ag^t the Def^t.
 three Pounds, One Shilling and Ten Pence lawful Money Damages
 And Cost of Court tax^d at One Pound 17/3. Ex^o is 5. Oct^r 1758 -

Raise } Ephraim Raise of Enfield in y^e County of Hampshire Shopkeeper Plt^y
 Larnard } vs Robert Larnard jun^r. Yeoman and Thomas Larnard Yeoman both of
 Palmer in the same County. Def^t. in a Plea of the Case as p^r Plt^y.
 Writ on file is fully set forth - In this Case the Def^t. being three
 Times solemnly called to come into Court came not but made
 Default - It's therefore Considered by the Court that the Plt^y
 shall recover ag^t the Def^t. the Sum of Nine Pounds Seventeen
 Shillings and Three Pence lawful Money Damages and Cost of
 Court taxed at One Pound twelve Shillings & Six Pence -
 Ex^o is 6 Sept. 1758 -

Thomas Lawson of Union in the County of Windham & Colony of Connecticut Yeoman Plt^r or David Wallis of Brimfield in the County of Hampshire Gent. Def^t in a Plea of the Case as p^r the Plt^r's Writ on file is fully set forth - in this case the Def^t being thrice solemnly called to come into Court came not but made Default - It's therefore considered by the Court that the Plt^r shall recover against the Def^t the sum of £2.14 - lawful Money Dam^t & Cost Cap^d at £2.1.9. Exce^d on 4. Sept. 1750

Cornelius Jones Gent Plt^r or Joseph Hylliar Cordwainer Def^t in a Plea of the Case & This Action was continued by Order of Court to the Next inferior Court of Common Pleas to be holden at Northampton within and for the County of Hampshire on the Second Tuesday of November next

Robert Old of Sheffield in the County of Hampshire Yeoman Plt^r or Joseph Miller of Springfield in the same County Gent^r Def^t in a Plea of the Case for that the Def^t at said Springfield on the first of January 1750 owed the Plt^r thirteen Pounds five Shill^{ings} and two Pence to Balance Accounts for Sundry Articles of Ac^t according to the Ac^t to his Writ on file annexed and then & there promised to pay the Plt^r s^d Sum on Demand but tho' often requested neglects to do it to the Plt^r Damage fifteen Pounds - The Parties in this case appear - & the said Joseph pleads that he owes the Plt^r Nothing in Manner as he has in his De^t on alledged & thereopp^{os} himself on the Country - and the Plt^r reserving Liberty of waiving his Demurrer and joining Issue with the Def^t on y^e above Plea on the Trial of the Appeal says the Def^t Plea is insufficient and that by the Law of the Land he is not holden to make Answer thereto and thereof prays Judgment and Judgment for his Dam^t and Cost and the Def^t consenting says his Plea is sufficient - It's therefore considered by the Court that the Def^t shall recover against the Plt^r his reasonable Costs taxed at £ - The Plt^r by Mr Cornelius Jones his Attorney appeal'd from the Judgment of this Court to the Next Superior Court of Judicature to be held at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and recognized with Sureties as the Law directs for prosecuting his Appeal to Effect there as p^r Recognizance on file appeared

Joseph Dwight of Sheffield in the County of Hampshire Esq^r & Seth Dwight of Hatfield in y^e same County Gent. Plt^r or Samuel Huggins Hatley of a Place called Province Land, West of Sheffield in the same County Yeoman Def^t in a Plea of Debt for that the Def^t on 26th of April 1732 at Hatfield aforesaid by his Bond in Court to be produced the Date whereof is y^e Day and Year last above bound himself (by the Name of Samuel Huggins of a certain Place called Dean's Barn in the County of Hampshire and Province of the Massachusetts-Bay in New-England husbandman) to Lydia Dwight of Hatfield afores^d Gent^r then living but now deceased & the Plt^r all Executors of the last Will and Testament of Henry Dwight then late of Hatfield aforesaid Esq^r De^t in the Sum of Sixty Six Pounds sum^t lawful Money of New England which the Plt^r aver then was y^e same Money as the present lawful Money of y^e Province afores^d and bore the same Estimate or rate to be paid to the Plt^r on Demand yet y^e Def^t tho' often thereto requested has not ever at any time paid said Sum or any Part thereof to the abovenamed Obligor or either of em but always has denied and still denies to do so and y^e Plt^r say that by Reason of the Death of the above named Lydia Action accrues to them to demand & recover of the Def^t y^e Sum afores^d the Non Payment

Doughty
vs
Huggins

Whereof is to the Damage of the Plt^y Seventy Pounds - In this Case the Parties appear - And the Def^t by his Attorney comes & Defends and offers a Plea in Abatement of the Plt^y Writ on file, endorsed on of same Which the Court upon Consideration thereof had adjudged insufficient to abate it - Saving Which and reserving Liberty to make any new Plea on the Trial on the Appeal the Def^t further pleads, that he is not a Trespasser in Manner & Form as the Plt^y in his Return has alledged and thereof &c. And the Plt^y consenting says, the Def^t Plea & Matters therein contained is an insufficient Answer to his Return and that by Law he is not held to make Answer thereto & prays Judgment thereof & Judgment for his Debt & Cost - And the Def^t says his Plea is sufficient & It hereupon considered by the Court that the Plt^y in their said Capacity shall recover ag^t the Def^t the Sum of Twenty Eight Pounds Eight Shillings & Six Pence Lawful Money being the Charge of the Writ declared on Debt & Cost of Court taxed at 2.5^s The Def^t by his said Attorney Appeals from the Judgment of this Court to the next Superior Court of Judicature to be holden at said Springfield on the fourth Tuesday of September next for & County of Hampshire and recognized with Sureties according to Law for prosecuting his Appeal there with Effect as by his said Return on file appears -

Wilder
vs
Temple

Aholiab Wilder Plt^y vs Elijah Temple Def^t in a Plea of the Case &c. - This Action is by Order of Court continued to the inferior Court of Common Pleas to be holden at Northampton within and for the County of Hampshire on the Second Tuesday of November next -

Ingersoll
vs
Warner

David Ingersoll of Sheffield in the County of Hampshire Gent^l Plt^y vs Ebenezer Warner of the same Place Husbandman Def^t in a Plea of the Case for that the Def^t at said Sheffield on the 22^d of April 1756 by his Note for Value rec^d promised to pay the Plt^y twenty Seven Pounds and fifteen Shillings Lawful Money with lawful Interest for the same on the first of April next ensuing the same Date yet the Def^t tho often requested has not fulfilled his said Promise but unjustly neglected it to the Damage of y^e Plt^y thirty five Pounds - In this Case the Def^t tho solemnly called to come into Court came not but made Default - It is therefore considered by the Court that the Plt^y shall recover ag^t the Def^t the Sum of £31.5^s & Lawful Money Damages And Cost of Court taxed at £2.7^s - Exec^d 9th Sept 4 1758 -

Adem
vs
Ashley

David Ingersoll of Sheffield in the County of Hampshire Gent^l vs Miriam Ashley of Westfield in s^d County Gentlewoman Executrix of the last Will and Testament of Noah Ashley late of s^d Westfield Esq^r dec^d Def^t in a Plea that she keeps with the Plt^y the Covenant between the said Noah dec^d & y^e Plt^y made according to the form form and Effect of a certain Writing made by him s^d Noah to the Plt^y and whereupon the Plt^y saith that the s^d Noah dec^d on the Eighth of Oct^r 1750 at Springfield in s^d County by a certain Writing sealed with the Seal of him the said Noah in Court to be produced dated y^e Day and Year last abovesaid (by the Name of Noah Ashley with a named) Whereby the said Noah referred to a certain Writing written on the other Side of the same Writing abovementioned Where the said Noah was named Noah Ashley of Western in the County of Worcester and Province of the Massachusetts Bay in New England for and in consideration of Forty Pounds to him the said Noah in hand paid by the Plt^y bargained and sold to the Plt^y a certain Negro Girl or female Child named Penelope aged about two Years and an half To have and to hold the said female Negro to him the Plt^y his Executors and Administrators and assigns for and during the Natural Life of the

the said female Negro named Penelope and He the said Noah by the Writing first above mentioned covenanted with the Plt^y that he & said Noah his Executors and Administrators would by the same Writing warrant and Defend the said female Negro to the Plt^y against all Persons whatsoever as by the said Writing first mentioned may more fully appear and the Plt^y in fact says that the said female Negro so sold as aforesaid was then in Possession of him the said Noah at Springfield aforesaid and the Plt^y further in fact says that the said Noah at the Time of the said Sale so made by him of the said Penelope had no Interest or Property of in or to the said Penelope but that the said Penelope was then a free Person and not the Property of any Person nor a Slave or Villain to any Person but was free born and the Plt^y say, that the said Penelope was then and ever since has been under the Care and Guardianship of her natural Father and Guardian One Jonah Fortune and that he the said Jonah on the twentieth Day of August 1757 at Sheffield aforesaid having the Wardship of the Body of the said Penelope as her natural Guardian took away the said Penelope out of & from the Possession of him the Plt^y the said Penelope being then ever since and now in full Life and the Plt^y further says that he has been obliged to pay and expend diverse Sums of Money in Defence of an Action of Trespass Vi et Armis brought by her the said Penelope for his detaining imprisoning and restraining her the said Penelope amounting in the Whole to five Pounds lawful M^o of all which in the said Jonah's taking away the said Penelope of the said Action and his the Plt^y Expenses in Defence thereof the Def^t on the first Day of Oct^r 1757 at Westfield aforesaid was notified by the Plt^y and so the Def^t has not kept and fulfilled Covenant of the said Noah above said tho' often requested as by Law she is obliged to do but has broken the same and the Plt^y says also that the said Penelope would have been of the Value of fifty Pounds to him the Plt^y in case she had been warranted to him according to the Tenor of the said Noah's Covenant above said so that the Def^t not fulfilling the said Covenant is to the Damage of the Plt^y Sixty Pounds. In this Case both Parties appeared and the said Miriam comes & Defends and refusing Liberty wth this Plea on the Appeal and to make a new One pleads and says that Negroes are not Persons concerning Whom Covenants are binding on others and thereof &c. And the Plt^y consenting that the Def^t may waive s^d Plea and make a new One on the Trial of the Appeal pleads and says that the Def^t s^d Plea is an insufficient Answer to his Deem and that by Law he is not holden to answer thereof which he is ready to prove & therefore prays Judgment of the same and for his Damages & Cost. and the said Miriam says her Plea is sufficient & to therefore considered by the Court that the Plt^y shall recover ag^t the Def^t the Sum of fifty Pounds lawful Money Damages and Cost of Court taxed at £21.10. The said Miriam by John Worthington Esq her Attorney appeals from the Judgment of this Court to the Next Superior Court of Judicature to be holden at Springfield within and for y^e County of Hampsh^r on the fourth Tuesday of September next and is recognized with Sureties according to Law for prosecuting s^d Appeal there with Effect as s^d said Recogⁿ in file appears.

David Ingersoll of Sheffield in the County of Hampshire Gent. Plt^y vs Benjamin Shipman Who lives near to and West of the Town of Hook Bridge in the said County Yeoman Def^t in a Plea of Ejectment. Wherein said David demands against said Benjamin One Messuage viz a small dwelling House and Six Acres of Land lying West of

and

and

Ingersoll or Shipman of and near the Southwest corner Bound of the Township of Stork - bridge in the said County of Hampshire and is Part of a Tract of One Thousand and five Ares of Land Which said David bought of Joseph Dought and Joseph Hawley Esq. a Committee on the Part of this Province impowered to Sell the Same Which said Six Ares is partly or three Ares thereof ploughing and partly Pasture Land and is surrounded on all Sides by the Other Parts of said Tract of One Thousand and five Ares together with its Appurtenances and Whereon said David says that at said Place in said County West of Stork - bridge on the first Day of Oct^r in the 30th Year of his Majesty's Reign He was seized and possessed of the s^d Messuage and Six Ares of Land as of his Inheritance in fee taking the Profits thereof to the Value of five Shillings by the Year yet the said Menj^a unjustly and with Force and Arms then and there entered into the Premises ejected the Plt^f and still unjustly holds him out of the same to his Damage Twenty Pounds - The Parties appear - and the Def^t comes and prays He may have the Writ of Next Term - Which is not granted him - He then pleads to Issue that he is Not Guilty - in Manner and form as the Plt^f in his Declaration hath Alledged and thereof puts himself on the Country - Upon Which Issue was joined and the Parties having been fully heard the Case committed to the Jury Mr Joseph Blogg of Foreman & Follows Who return their Verdict on Oath that They find for the Def^t. Cost of Court. It's therefore Considered by the Court that the Def^t shall recover ag^t the Plt^f his reasonable Costs taxed at £ - - The Plt^f appeals from the Judgment of this Court to the next Superior Court of Judicature to be holden at Spring field within and for the County of Hampshire on the fourth Tuesday of September next - and recognized with Sureties as the Law directs for prosecuting his Appeal there With Effect as s^d Recognizance on file appears -

Spencer or Ingersoll William Spencer of Sheffield in the County of Hampshire - - - Blacksmith Plt^f vs David Ingersoll of the same Place Gent Def^t. in a Plea of the Case for that said David at said Sheffield on 4th last of June 1788 owed the Plt^f Seventeen Pounds fourteen Shillings and eight Pence for sundry Articles he bought and rec^d. of the Plt^f - according to the List to his Writ on file annexed and then & there promised to pay him the same on Demand but hath failed to do - it tho requested thereto to his Damage Twenty five Pounds - The Parties appear - and the Def^t. comes and defends & pleads to abate the Plt^f's Writ - Which Plea of abatement the Court having Considered adjudge insufficient to abate of Writ - The Def^t. saving his Plea in abatement now says that he never bound himself to the Plt^f. as he says Rec^d. and thereof prays Judgment - and the Plt^f. agreeing the Def^t may alter his Plea says the Def^t's Plea is insufficient in Law and that he is not held to answer thereto & y^e pray Judgment and Judgment for his Dam^t & Cost. and the Def^t. says his Plea is sufficient - It's hereupon Considered by the Court that the Plt^f shall recover ag^t the Def^t Seventeen Pounds fourteen Shillings and eight Pence Rawful Money Damages and Cost of Court taxed at £2.6.6 - The Def^t appeals from the Judgment of this Court to the next Sup^r Court of Judicature to be holden at Spring field within and for the County of Hampshire on the fourth Tuesday of September next and recognized with Sureties according to Law to prosecute his Appeal there with Effect as by his Recogn^{ce} on file appears.

Meeker or Hubbard Benjamin Meeker of a Place called N^o 3. in the County of Hampshire Yeoman Plt^f vs John Hubbard of the same Place Yeoman Def^t. in a Plea of the Case as s^d the Writ on file is largely set forth -

The Deft in this case tho' solemnly called to come into Court came not but made Default. Its therefore Considered by the Court that the Pltf shall recover ag^t the Deft twenty eight Pounds five Shillings and Nine Pence lawful Money Damages & Cost of Court as if Bill allowed at £2.1.0

William Bell of Parmer in the County of Hamppsh. Yeoman Pltf or William Scarle of of the same Place Yeoman Deft in a Plea of the Case as in the Writ is at Large set forth - The Deft in this Case being three Times called made Default of appearance. Its hereupon Considered by the Court that the Pltf shall recover ag^t the Deft the Sum of £14.0.0 & lawful Money Damages & Cost of Court layed at £1.15.3 - Bell
or
Scarle
GECOR is 2^d 12th Sept. 1750

Jonathan Morton of Hatfield in the County of Hampshire Gent. Pltf or Moses Taylor of South Hadley in the same County Yeoman Deft in a Plea of Debt as in y^e Writ on file is fully set forth - The Deft in this Case being three Times called to come into Court came not but made Default. Its hereupon Considered by the Court that the Pltf shall recover ag^t the Deft Ten Pounds Seventeen Shillings and Seven Pence lawful Money being the Chancery of the Bond declar'd on Debt & Cost of Court layed at 35/3. Morton
or
Taylor
GECOR is 23^d Dec: 50

Robert Old of Sheffield in the County of Hampshire Yeoman Pltf or Daniel Lamb of Springfield in s^d County Yeoman Deft in a Plea of the Case for that Whereas the Pltf at s^d Springfield on the tenth Day of June 1750 having then and there a certain Note under the Deft made payable from y^e Deft to the Pltf for the Sum of Sixty Pounds old Tenor Bills of publicly Credit equal in Value to Eight Pounds lawful Money and the Pltf then and there in Conversation about said ^{Debt} with the Deft so due from the Deft to y^e Pltf as aforesaid the Deft then and there informed the Pltf that He then had in the Hands of Josiah Wetmore of Middletown y^e Sum of Sixty Pounds in old Tenor Bills of Credit and the Deft then and there proposed to the Pltf to take said Sum of s^d Wetmore for the Deft^s said Note and deliver up said Note to the Deft and the Deft to induce and persuade the Pltf to deliver up his s^d Note to him the Deft the Deft did then and there assume upon himself and faithfully promise the Pltf that in case the Pltf did not receive said Sum of said Wetmore He the Deft w^d pay the same to the Pltf on Demand and the Pltf depending on the Deft^s Promise and assumption afores^d and in Consideration thereof did then and there deliver up to the Deft his said Note of Sixty Pounds old Tenor Bills of Credit and now the Pltf in fact says that the said Wetmore never did nor hath to this Day paid said Sum nor any Part thereof to the Pltf of all which the Deft at said Springfield hath often had Notice Wherefore Action comes to the Pltf to have & recover of the Deft said Sixty Pounds of old tenor Bills equal to Eight Pounds lawful Money the Which tho' often requested the Deft neglected & refuses to pay the Pltf to his Damage Nine Pounds - Both Parties appear - and the Deft by his Attorney comes and prays this Court that They would take no further Cognizance of the Plea aforesaid for that this is an Inferior Court and of a limited Jurisdiction & that the Pltf has not avowed that the Promise declar^d on was untrue or the Cause of Action therein supposed arose within their Jurisdiction & thereof prays Judgment - Which Plea the Court overule and now the Deft saying the above Plea pleads that He never promised in Manner & form as the Pltf has declared & thereof &c - Old
or
Lamb

The

and

The Plt^y reserving Liberty to waive his Demurrer on the Trial on the Appeal and Joyn Issue with the Def^t on the foregoing Plea say, the Def^t's Plea is an insufficient Answer to his Declaration & that by Law He is not holden to make Answer thereto which He is ready to verify and hereof pray Judgment and Judgment for his Dam^s & Cost^s and the Def^t consenting says his Plea is sufficient - It is therefore considered by the Court that the Def^t shall recover ag^t the Plt^y his reasonable Cost^s taxed at £ — The Plt^y by his Attorney M^r Jones appeals from the Judgment of this Court to the next Superior Court of Judicature to be held at Springfield within & for the County of Hampshire on the fourth Tuesday of September Next and recognized with Sureties according to Law for prosecuting his Appeal there with Effect as *Sp^r Recognizance* in file appears.

Penichon or *Penichon* } George Penichon of Springfield in the County of Hampshire Gent
Plt^y of Samuel Croo Geoman & Samuel Marsh Geoman both of
Hadley in y^e Same County Def^t in a Plea of the Case as by the Plt^y's
Writ on file is set forth at Large. The Def^t tho' solemnly called to
come into Court came not but made Default. It is therefore con-
sidered by the Court that the Plt^y shall recover ag^t the Def^t the
Sum of £ — — lawful Money Damages & Cost of Court taxed at £ — —

Ashley or *Residy* } Simeon Ashley of Westfield in y^e County of Hampsh^r Geoman
Plt^y or Thomas Residy lately of Westfield aforc^d Now Resident at
Boston in y^e County of Suffolk Inders Def^t in a Plea of the Case as
by the Plt^y's Writ on file is fully set forth in this Case the Def^t tho'
solemnly called to come into Court came not but made Default.
It is therefore considered by the Court that the Plt^y shall recover
ag^t the Def^t the Sum of £ — — lawful Money Damage and Cost
of Court taxed at £ 2.3.3 — —

Kellogg or *Spencer* } Samuel Kellogg the Second of Westfield in the County of Hampshire
Plt^y or William Spencer Geoman & Daniel Dewey Geoman —
both of Sheffield in the Same County Def^t In a Plea of the Case as
by the Plt^y's Writ on file is fully set forth — The Def^t in this Case tho'
three Times solemnly called to come into Court came not but made
Default — It is therefore considered by the Court that the Plt^y shall
recover ag^t the Def^t Seventeen Pounds five Shill^{ings} & four Pence lawful
Money Damages and Cost of Court taxed at £ 16.5.2 — —
Exec^d is 26 Oct^r 59 —

Dewey or *Barley* } Martin Dewey of Westfield in the County of Hampsh^r Gent Plt^y
or Daniel Bailey of Sheffield in y^e County Geoman Def^t in a Plea of
the Case as by the Plt^y's Writ on file is fully set forth — in this Case
the Def^t being three Times solemnly called made Default of appear-
ance in Court. It is considered by the Court that the Plt^y shall
recover against the Def^t the Sum of £ 3.1 lawful Money Damages
and Cost of Court taxed at £ 1.14.6. Exec^d is 30 Juny 59 —

Masarene or *Fairfield* } Paul Masarene of Boston in the County of Suffolk Esq^r Plt^y or —
Walter Fairfield of Goldspring in the County of Hampshire Geoman
Def^t in a Plea of Debt as by the Plt^y's Writ is fully set forth in this
Case the Def^t by Joseph Hawley Esq^r his Attorney comes into
Court and confesses the Perpetuance of the Bond declared on and
prays An equitable Chanery &c. It is therefore considered by the
Court that the Plt^y shall recover against the Def^t the Sum of
forty five Pounds seventeen Shillings and Six Pence lawful Money
being the Chanery of the Bond Debt and Cost of Court as —
by Will allowed at three Pounds one Shilling
Exec^d is 16 Feb^r 59 —

Samuel Dickinson of Deerfield in the County of Hampshire Geom.
Plff vs Robert Old of Sheffield in the same County Geoman Deft in
a Plea of the Case for that s^d Robert at s^d Deerfield on the 4th of
Oct^r 1756 by his Note for Value rec^d promised to pay the Plff or order
Eighty Gallons of good West India Rum within two Months from said
Date to be delivered at Deuch John Edwards Warehouse in Hartford
in Connecticut yet the Deft never paid said Rum tho the Plff was
always ready at said Warehouse to receive it the Plff therefore brings
this Action to recover the Value of s^d Rum being sixteen Pounds which
the Deft tho requested neglects to pay if Plff to his Damages twenty
Pounds. The Parties appear & the Deft reserving Liberty to alter his
Plea at the Trial if of Appeal pleads. He is not able to satisfy the
Plff's Demand at present praying &c - and the Plff's Counsel say
the Deft's Plea is an insufficient Answer to his Demand & praying
his Damages & Cost may be adjudged him - and the Deft say his
Plea is sufficient. It is considered by the Court that the Plff shall
recover ag^t the Deft thirteen Pounds Lawful Money Damages &
Cost of Court allowed at £1.17.7 - Exp^s 26. Oct^r 1750 -

Pelatiah Webster of Ashford in the County of Windham & Colony
of Connecticut Gent Plff vs Daniel Bridges of Greenwich in the
County of Hampshire Geoman Deft. In a Plea of the Case for that
the Deft at Springfield on the 7th of July 1756 promised by his Note for
Value received to pay the Plff ten Pounds 7/6 Law Money by the first
of March then next with Interest till paid yet tho requested the Deft
has not fulfilled his s^d Promise but Neglects it also for that the Deft
at said Springfield by his other Note on the 7th Jan^y 1756 promised
for Value rec^d to make for the Plff's Use twenty Rods of New Rail fence
five Rods high staked at each End & on the Plff's Farm on which
the Deft then lived which fence if it had been made as per the Plff
say would have been worth four Shillings & 6d. yet the Deft
tho requested has not made s^d fence nor any way fulfilled his s^d
Promise but Neglects it to the Plff's Damage Twenty Pounds -
The Deft in this Case being three Times solemnly called to come
into Court came not but made Default - It is hereupon consi-
dered by the Court that the Plff shall recover ag^t the Deft the
Sum of £12.14.6 Law Money Dam^s & Cost of Court taxed at £2.2.10¹/₂
After all which the Deft comes into Court and appeals from the
Judgment of this Court to the Superior Court of Judicature to be
holden at Springfield within & for this County on the fourth -
Tuesday of September next and recognized with Sureties as the
Law directs for prosecuting his Appeal there to Effect &c. by
his Recognizance on file appears -

Victory Sikes of Suffield in the County of Hampshire Geoman Plff
vs Simon Davis of Greenwich in the same County Gent Deft. in a Plea
of the Case as to the Plff's Writ on file is fully set forth - In this Case
the Deft tho three Times solemnly called to come into Court came
not but made Default - It is therefore considered by the Court
the Plff shall recover ag^t the Deft six Pounds 7/6 Law Money Dam^s
and Cost of Court taxed at One Pound 14/6 -

Jeremiah Chapin of Springfield in the County of Hampshire Geoman Plff
vs Robert Farrel of Younger of Palmer in the same County Geo-
man Deft in a Plea of the Case as to the Writ &c - The s^d Farrel
tho three Times solemnly called to come into Court came not but
made Default - It is therefore considered by the Court that the
Plff shall recover ag^t the Deft three Pounds 4^s Lawful Money Dam^s
and Cost of Court taxed at £1.10.10.2. Exp^s 26. Oct^r 50

Ashley of Westfield in the County of Hampshire Widow Esq. vs. Joseph Jacob of Sheffield in the Same County Geo-
man Deft. In a Plea of the Case as p the Plt's Writ on file is fully set forth in this Case the Deft being three Times solemnly called made Default of Appearance in Court. Its therefore considered that the Plt shall in said Capacity recover agt the Deft the Sum of £9.16.2 - law^l Money Damages & Cost of Court taxed at £1.16 -

Exp^d is 22 Sept. 1758 -

Eadem vs. Ingersoll Ashley of Westfield in the County of Hampshire Gent Geo-
man, Executing of the last Will & Testament of Israel Ashley late of Westfield Esq. del^r Plt vs David Ingersoll of Sheffield in y Same County Gent Deft. in a Plea of the Case as by the Plt's Writ on file is at Large set forth. The Deft in this Case tho' solemnly called to come into Court came not but made Default. Its hereupon considered that the Plt in her said Capacity shall recover against the Deft y Sum of forty six Pounds two Shillings & eight Pence lawful Money Damages and Cost of Court taxed at £1.10.6 - After all Which the Deft came into Court and appealed from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield on y fourth Tuesday of September next and recognized with Sureties as y Law directs for prosecuting his Appeal there with Effect as by his said Recognizance on File appears -

Talbot vs. Stockwel Samuel Talbot of Hartford in the County of Hartford Esq. Plt vs Abel Stockwel of Springfield in the County of Hampshire Geo-
man Deft in a Plea of the Case as p the Plt's Writ on file is fully set forth. In this Case the Deft tho' three Times solemnly called to come into Court came not but made Default. Its hereupon considered by the Court that the Plt shall recover against the Deft the Sum of £3.7.0.2 lawful Money Dam^t & Cost of Court taxed at £1.16.6 -

Exp^d is 22 Sept. 1758 -

Ely vs. Stockwel Benjamin Ely of Springfield in the County of Hampshire Geo-
man Plt vs Abel Stockwel of said Springfield Geo-
man Deft. in a Plea that said Abel render to him four Pounds five Shillings and two farthings lawful Money Which he owes him &c as is at Large set forth in the Plt's Writ. in this Case the Deft being three Times solemnly called made Default &c. Its therefore considered by the Court that the Plt shall recover agt the Deft the Sum of £4.5.0.2 lawful Money Debt & Cost of Court taxed at £1.11.6 -

Bliss vs. Sherman Samuel Bliss of Western in the County of Worcester Geo-
man Plt vs Samuel Sherman of y Place called Ware River Precinct in the County of Hampshire Geo-
man Deft. in a Plea of the Case as p the Plt's Writ on file is fully set forth. The Deft being three Times solemnly called to come into Court came not but made Default. Its therefore considered by the Court that the Plt shall recover against the Deft the Sum of One hundred Eighteen Pounds Eleven Shillings and eight Pence law^l Money Dam^t & Cost of Court taxed at £3.8/-

Wetmore vs. William Seth Wetmore of Middletown in the County of Hartford & Colony
of Connecticut Esq. Administrator on the Estate of Thomas Tyler - late of said Middletown Gent. del^r Plt vs William Williams of Deerfield in the County of Hampshire Esq. Deft in a Plea of the Case as p the Plt's Writ on file is fully shown. the Deft in this Case tho' three Times solemnly called to come into Court came not but made Default. Its therefore considered by y Court that the Plt shall in his said Capacity recover against y Deft the Sum of £24.10.8. lawful Money Dam^t & Cost of Court taxed at £1.19.9 -

Exp^d is 22 Sept. 1758 -

Eunice Ely of Springfield in the County of Hampshire Gentlewoman
Executrix of the last Will and Testament of John Ely late of Springfield
Gent. del^d Plff vs Robert Old of Sheffield in the same County
Yeoman Def^t in a Plea of the Case for that said Robert at Springfield
on the last Day of December 1750- owed the said John then being in
full Life Two Pounds 13/1.1 lawful Money to balance Accounts owing
to the dec^d to the Writ annexed and then and there promised the
John to pay him the same on Demand Yet Robert tho' often re-
quested never paid the same to the John the Testator while he
lived nor hath he paid the same to Eunice the Executrix since John's
Death tho' often thereto requested but neglects it to her
Damage in s^d Capacity four Pounds - The Parties by their respective
Attorneys appear - And y^e Robert pleads that the Plff ought not
to have and maintain this action ag^t him for that he says at an
Inferior Court of Common Pleas held at Springfield for s^d County
on the last Tuesday of August 1752 the abovesaid John being y^e
alive by the Consideration of s^d Court recovered ag^t the Def^t the
Sum of £2.13.1.1. for the same Cause Which the Plff in this Writ
declares of as the Ground of his Demand of Damages for y^e Non Pay-
ment of the abovesaid Sum Which s^d Judg^t is now in full Force
no wife annulled reversed or discharged all Which the Def^t is ready
to verify by the records of this hon^{ble} Court of s^d Judgement of the
abovesaid Term Which the Def^t may may be inspected he therefore
may s^d Judgement whether the Plff should have this action against
him maintained and that he may be thereof barred and that
his the Def^t Cost may be adjudged him - And the said Eunice
comes & reserving Liberty to herself to waive this Demurrer and
make any other Reply to the Def^t Plea at y^e Trial on y^e Appeal now
pleads that the Def^t Plea is an insufficient Answer to her Dem^r
and that she is not holden to answer thereto praying Judg^t th^r -
And the s^d Robert consenting says his Plea is sufficient - It is
therefore considered by the Court that the Def^t shall recover ag^t
the Plff in her s^d Capacity his reasonable Cost tax^d at One Pound 7/6.
The Plff by her Attorney John Worthington Esq^r appealed from the
Judgment of this Court to the Next Superior Court of Judicature
to be holden at Springfield within and for the County of Hamp-
shire on the fourth Tuesday of September next and recognized
with Sureties according to Law for prosecuting said Appeal
there with Effect as s^d Recogⁿ on file appears -

Josiah Loomis of Province Land west of Sheffield in y^e County
of Hampshire Yeoman Plff vs Matthew Van-Gilder of y^e same
Province Land husbandman Def^t - In a Plea of the Case as s^d
the Writ on file is fully set forth - in this Case the Def^t tho' three times
called to come into Court came not but made Default - It is considered
by the Court that the Plff shall recover ag^t the Def^t y^e Sum of -
£3.2.3. lawful Money Dam^r & Cost of Court taxed at £2.12.9 -
L^y is 22^d Sept. 1750 -

James Kelsey of Bromelbow Precinct in Dutchess County in the Pro-
vince of New York husbandman Plff vs John Tuller of Sheffield in the
County of Hampshire Yeoman Def^t in a Plea of Debt for that said John
at said Sheffield on the 17th of June 1749 by his Bond under his Hand &
Seal of that Date in Court to be produced firmly bound Himself by the
Name of John Tuller of Bromelbow Precinct in Dutchess County and Pro-
vince of New-York, to pay to the said James, by the Name of James -
Tuller of the same Place, the Sum of six hundred Pounds lawful Money
of New York, which is worth four hundred and fifty Pounds lawful Money,
on Demand Yet the said John tho' often requested hath not paid the
same to s^d James but neglects it to his Damage five hundred Pounds -

The

And

Kelsey
 or
 Tuller } The Parties appear in Court - and the ^r John by his Attorney comes &
 offers a Plea in Abatement of the Pltff's Writ on file endorsed thereon, Which
 Plea the Court upon consideration thereof had adjudged insufficient to abate
 the Writ - saving Which the Deft. pleads and says that he never promised
 in Manner and Form as the Pltff in his Declaration hath alledged &
 thereof &c. And the Pltff saith the Deft's Plea and Matters therein con-
 tained is an insufficient answer to his Deion and that by Law he
 is not holden to make answer thereto which he is ready to verify of -
 Which he prays Judgment and Judgment for his Debt & Cost - and the
 Deft. says his Plea is sufficient & Its therefore considered by y^e Court
 that the Pltff shall recover against the Deft. the Sum of £450 -
 lawful Money Debt being the whole Penalty of the Bond and Cost
 of Court taxed at four Pounds, seven Shilling, and One Penny -
 The Deft. by John Worthington Esq. his Attorney appeals from y^e Judge
 of this Court to the Next Superior Court of Judicature to be holden at
 Springfield within and for the County of Hampshire on the fourth -
 Tuesday of September Next and recognized with sufficient Sureties as
 the Law directs for prosecuting his appeal with Effect as by his said
 Recognizance on file appears -

Seymour
 Esq. or
 Gleason. } Thomas Seymour of Hartford in the County of Hartford Esq. Pltff vs
 John Gleason of Granville in the County of Hampshire Yeoman Deft.
 in a Plea of the Case as y^e the Pltff's Writ on file is fully set forth - in
 this Case the Deft. tho' three Times solemnly called to come into
 Court came not but made Default - Its therefore considered by y^e
 Court that the Pltff shall recover ag^t the Deft. the Sum of £2.13.4.
 lawful Money Dam^t & Cost of Court taxed at £1.17. - Ex^{is} 6. Sept. 58.

Warner
 or
 Norrop. } Daniel Warner of Springfield in the County of Hampshire Yeoman
 Pltff. vs Samuel Norrop of Newton in the County of Middlesex
 Yeoman Deft. in a Plea of the Case as y^e the Pltff's Writ on file is at
 Large set forth - in this Case the Deft. tho' three Times solemnly
 called to come into Court came not but made Default - Its therefore
 considered that the Pltff shall recover ag^t the Deft. the Sum of -
 £11.1.4.2 lawful Money Dam^t & Cost of Court taxed at £2.0.9 -
 Ex^{is} 5. Oct. 58.

Sexton
 or
 Chapin } Asahel Sexton of Somers in the County of Hampshire Yeoman
 Pltff. vs Theron Chapin of Springfield in the same County Yeoman
 Deft. in a Plea of the Case as y^e the Pltff's Writ on file is fully set-
 forth - in this Case the Deft. being three Times solemnly called to
 come into Court made Default of Appearance - Its therefore consider^d
 by the Court that the Pltff shall recover ag^t the Deft. the Sum of
 £9.11.4.3. lawful Money Dam^t & Cost of Court taxed at £1.9.9 -
 Ex^{is} 6. Sept. 58.

Green,
 or
 Remington } Thomas Green of Leicester in the County of Worcester Physician
 Pltff. vs John Remington of Springfield in the County of Hampshire
 Yeoman Deft. in a Plea of the Case as by the Pltff's Writ on file is fully
 set forth in this Case the Deft. tho' three Times solemnly called to
 come into Court came not but made Default - Its therefore considered
 by the Court that the Pltff shall recover ag^t y^e Deft. the Sum of -
 £17.15.6.2 lawful Money Dam^t & Cost of Court taxed at £1.19.3. -
 Ex^{is} 6. Sept. 1750.

Stebbins
 or
 Old - } Francis Stebbins of Springfield in the County of Hampshire
 Yeoman Pltff vs Robert Old of Sheffield in the same County Geo^d
 Deft. in a Plea that the Deft. render to the Pltff. four Pounds 13/0.2 law^t
 Money Which the Deft. owes to the Pltff and unjustly neglects to pay
 and Whereupon the Pltff saith that at the Superior Court of Judicature
 held at Springfield in and for this County on the fourth Tuesday
 of September 1749 - He recovered a final Judgment ag^t the ^r Robert
 by the Name of Robert Old a Transient Person residing in Westfield
 in

in said County Thacker, for the sum of two Pounds 6^s 11^d lawful Money Damages and Cost of Courts taxed at Two Pounds 13^s 0^d 2^d Shillings and Six Pence Bills of the New tenor as by the Records of s^d Court of s^d said Court in Court to be produced may appear (which Bills the Plt^f saith are worth Two Pounds 6^s 12^d lawful Money) Which said Judgment is still in full Force no Ways arrested reversed or Satisfied for altho' an All Execution on the 29th of March 1750. issued out of the Clerk's Office of the said Sup^r Court on said Judgment the Same is returned wholly unsatisfied nor hath the Plt^f since sued a Third Execution on s^d Judgment so that Action accrues to the Plt^f to recover of the Debt the said sum of four Pounds 13^s 0^d 2^d - Which tho' often requested the Debt neglects & refuses to pay to the Plt^f to his Damages Eight Pounds - The Parties appear in Court - and the said Robert defends and says (reserving Liberty of waiving this Plea at the Trial of the Appeal) that he never promised the Plt^f to pay him the sum demanded & thereof &c - And the Plt^f consenting to the Debt's reservation says in Reply that his Plea is insufficient in Law and that he is not held to make Answer thereto &c - And the Debt say his Plea is sufficient - Its therefore considered by the Court that the Plt^f shall recover ag^t the Debt the sum of £4.7.1 lawful Money Debt and Cost of Court taxed at One Pound four Shillings & three Pence. The Debt by John Worthington Esq^r his Attorney appeals from the Judgment of this Court to the next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September Next and recognized with Sureties as the Law directs for prosecuting his Appeal there with Effect as by his said Recognizance on file appears

Luke Bliss of Springfield in the County of Hampshire Gent. Plt^f or David Ingersoll of Sheffield in the same County Gent. Debt in a Plea of the Case as by the Plt^f's Writ on file is fully set forth - in this case s^d Debt tho' three Times solemnly called to come into Court came not but made Default - Its therefore considered by the Court that the Plt^f shall recover ag^t the Debt the sum of £23.17.0. lawful Money Damages and Cost of Court taxed at £1.16.6 - Speech is 6. Sept. 1750

Eunice Ely of Springfield in the County of Hampshire Gentlewoman Plt^f or Timothy Childs Just. of Deerfield in the same County Gent^l Debt in a Plea of Debt as by the Writ on file is fully set forth set forth - In this case the Debt. being three Times called made Default of appearance in Court - Its therefore considered by the Court that the Plt^f shall recover ag^t the Debt the sum of £26.4.10.2 lawful Money being the Chancery of the Bond declared on Debt and Cost of Court taxed at One Pound twelve Shillings - Sp^{ch} is 15. Sept. 1750

John Nelson 3^d Plt^f or John Nelson 2^d Debt - The Parties enter in to a rule of Court to refer this case - the Plt^f chose Lt Sherman the Debt chose Capt Blogget and the Court appointed Joseph Hoar Who are to hear the Parties consider the Case and make Report to the next Court Whose Determination or any Two of them is to be final and the Action is continued in the Mean Time

Joshua How of Westmoreland so called in the Province of New Hampshire Yeoman Plt^f or Abner How of Hadley in the County of Hampshire Blacksmith Debt in a Plea of Trover & Conversion &c as by the Writ on file is fully set forth - in this case the Plt^f being three Times solemnly called to come into Court and prosecute this Action ag^t the Debt was Nonquit - the Debt then enter for his reasonable Costs. Its therefore considered by the Court that the Debt recover ag^t the Plt^f his reasonable Costs taxed at £2.3.7.2

29.
How
How

Joshua How of Westmoreland so called in the Province of New Hampshire Yeoman Plff. vs Abner How of Hadley in the County of Hampshire Blacksmith Administrator on all and Singular the Good Chattels Right and Credits of Caleb How late of Rindale so called in S^d Province Yeoman de^d. Deft. in a Plea of the Case for that the said Caleb at Springfield on the last Day of October 1754 He being then living owed the said Joshua Six Pounds ten Shillings for Labour according to the amount to the Writon file annexed and then promised there to pay him said Sum on Demand yet said Caleb never paid said Sum in his Life Time to the Plff tho' often thereto requested nor hath the said Abner in his Capacity aforesaid ever paid the same to the Plff since the Death of the said Caleb tho' requested but neglected to do it to the Damage of the Plff. Eight Pounds. Both Parties appeared in Court - and the S^d Abner defends and says that the abovenam^d Caleb owed the Plff. Nothing at the Time of his Death in Manner and Form as the Plff. in his Declaration has alledged and thereof puts him self on the Country - and the Plff. reserving Liberty of waiving his - Demurer and joining Issue with the Deft on the foregoing Plea at the Tryal of the Appeal says the Deft^s Plea and Matters therein contained is an insufficient Answer to his Declaration and that by Law He is not held to make Answer thereto which he is ready to prove and thereof prays Judgment and Judgment for his Damages and Cost - and the Deft says his Plea is sufficient - It is therefore considered by y^e Court that the Deft in his S^d Capacity shall recover ag^t the Plff. Cost of Court taxed at £. - - - The Plff. by Mr Cornelius Jones his Attorney appeals from the Judgment of this Court to the next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and recognized with Sureties as the Law directs for prosecuting his Appeal there with Effect as by his said Recognizance on file appears -

Old
or
Cotton

Robert Old Yeoman Plff. vs Charles Cotton Yeoman Deft - The Parties in this Case appeared and entered into a Rule of Court to refer the Case - The Plff chose Capt Luke Bliss the Deft chose S^r Jacob White and the Court appointed Capt Luke Hitchcock Who are to hear the Parties - Consider the Case and make Report at y^e Next Court Whose Determination or any Two of them is to be final - and the Action is continued in the Mean Time -

Idem. App^t
or
Eundem
App^{lee}

Robert Old Yeoman App^t vs Charles Cotton Yeoman App^{lee} - The Parties appear and enter into a Rule of Court to refer this Case - The App^t chose Capt Luke Bliss the App^{lee} chose S^r Jacob White and the Court appointed Capt Luke Hitchcock Who are to hear y^e Parties - Consider the Case and make Report at y^e Next Court Whose Determination or any Two of them is to be final and the Action is continued in the Mean Time -

Parks
or
Dewey

Elisha Parks of Westfield in the County of Hampshire Gen^l Plff. vs Israel Dewey of Sheffield Yeoman Deft. in a Plea of the Case for the recovery of twenty six Pounds ten Shill^l Money which y^e Deft by his Note dated the 4th of September 1756 for Value rec^d promised to pay the Plff by or before the first of May then next or if not then paid y^e Law^l Interest thereof till paid as y^e Writ is fully set forth - The Parties in this Case appear and enter into a rule of Court to refer this Case and all Controversies subsisting between them. The Plff chose Eldad Taylor Esq^r the Deft chose Capt John Chadwick and the Court appointed Tim^o Woodbridge Esq^r Who are to hear the Parties consider this Case and all Controversies between them and make Report at this Term Whose Determination or any Two of them is to be final - And the said Referees having considered the Matters Submitted to'em as above

Now report, That on the Note abovementioned together with What the Plff. produced on his Book due from the Debt They award & determine that the Debt shall pay to the Plff the Sum of Nineteen Pounds three - Shillings and One Penny and Cost of Suit - Which Report was accepted & Its therefore considered by the Court that the Plff shall recover against the Debt the Sum of Nineteen Pounds three shillings and One Penny lawful Money Damages and Cost of Court taxed at Two Pounds -

Parks
or
Dewey.
Ex^{pt} 10. Sept. 1750 -

Elisha Parks of Westfield in the County of Hampshire Gent Plff. vs Israel Dewey of Sheffield in the same County Yeoman Debt. in a Plea of Debt for that the Debt by his Word at Springfield in County on the twenty first of Sept^r in the thirty first Year of his Majesty's Reign in Court to be produced bound himself to y^e Plff in the Sum of three hundred Pounds to be paid the Plff on Demand & as p^r the Plff's Writ at Large appears. - The Parties appear. and enter into a Rule of Court to refer this Case and all Controversies subsisting between'em The Plff chose Eldad Taylor Esq^r the Debt chose Capt John Chadwick and the Court appointed Timothy Woodbridge Esq^r Who are to hear the Parties consider the Case and all Matters in Controversy that may be laid before them and make Report at this Term Whose Determination or any Two of'em is to be final - and the said Referee now report that the Plff pay the Debt his Cost and that a certain Mortgage Deed which the Debt gave to the Plff of the Farm on which the Debt lives lying in Sheffield for a collateral security of said three hundred Pounds Bond be discharged and released by y^e Plff. Which Report the Court accept - Its therefore considered by the Court that the Plff shall release and discharge said Mortgage Deed And that the Debt shall recover ag^t the Plff his reasonable Costs taxed at One Pound 16/2 -

Idem.
or
Eundem
Ex^{pt} 17th 6. Nov. 1750 -

Richard Jacob of Sheffield in the County of Hampshire Yeoman Plff vs Robert Old of said Sheffield Yeoman Debt in a Plea of the Case for that said Robert at said Sheffield on the Eighth of July 57 by his Note for Value rec^d promised the Plff to pay him Six Pounds lawful Money by the Eighth of Sept^r then next Yet tho often requested has never fulfilled his promise but neglects it to the Plff's Damage Eight Pound. - the Parties appear in Court - and the Debt defends, and reserving Liberty to make a New Plea at y^e Trial of the Appeal, now pleads that He is not a Trespasser as the Plff supposes and of this puts himself on the Country. - and the Debt's Plea and Matters therein contained the Plff says is an insufficient Answer to his Deed and that He is not held to make answer thereto and thereof prays Judgment and Judgment for his Dam^t & Cost - and the Debt says his Plea is sufficient - Its therefore considered by the Court that the Plff shall recover ag^t the Debt the Sum of £6. lawful Money. - Damages and Cost of Court taxed at £2.0.5 - The Debt by his Attorney Mr Cornelius Jones appeal, from the Judgment of this Court to the next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the 4th Tuesday of September Next and recognized with Sureties as the Law directs for prosecuting his Appeal with Effect there as by his Recognizance on file appears -

Jacob
or
Old.

Peter Dubois of a Place called the Fish-hills in Dutchess County in the Province of New York Yeoman Plff. vs Robert Old of Sheffield in the County of Hampshire Yeoman Debt in a Plea of the Case for that the Debt on the 9th of Oct^r 1744 at Springfield agreed for Value rec^d promised by his Note of that Date to pay the Plff ten Pounds Current Lawful Money of the Province of New York, Which

Dubois
or
Old.

30.

Dubois
or
Old

is Worth ten Pound lawful Money of this Province on or before the first Day of December then Next yet tho' often thereto requested has not performed his Promise but unjustly neglects it to the P^lff's Damage as He saith Ten Pound - The Parties appear and the P^lff^s defend and says, reserving Liberty to make a new Plea at y^e Trial on the appeal that the Note declared on is not said to be sealed and so is not his Act and Deed and of this puts himself on the Country and the P^lff^s consenting says the Def^t's Plea and Matters therein contained is an insufficient answer to his Declaration and that by Law He is not held to make answer thereto & thereof prays - Judgment and Judgment for his Damages and Cost - and the Def^t says his Plea is sufficient - It's therefore considered by the Court that the P^lff shall recover ag^t the Def^t the Sum of three - Pound 10/2.3. lawful Money Damages and Cost of Court taxed at £2.14.4.2 - The Def^t by Mr Jones his Attorney appeals from y^e Judgment of this Court to the Next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and recognized with Sureties as the Law directs for prosecuting his Appeal there - with Effect as by said Recognizance on file appears -

Jackson
or
Trost.

James Jackson of Coventry in the County of Windham in the Colony of Connecticut Yeoman P^lff vs Abraham Trost of a Place called N^o 4 in the County of Hampshire yeoman Def^t in a Plea of the Case as p^r the P^lff's Writ on file is fully set forth - in this case the Def^t tho' three Times solemnly called to come into Court came not but made Default - It's therefore considered by the Court that the P^lff shall recover ag^t the Def^t the Sum of £3.0 - lawful Money Damages & Cost of Court taxed at £1.10.9 -

Exp^{is} 22 Sept 1750Dewey
or
Noble

Martin Dewey of Westfield in the County of Hampshire Gent. P^lff vs Luke Noble of Sheffield in the same County Yeoman Def^t in a Plea of the Case as p^r the P^lff's Writ on file is fully set forth - The Def^t in this Case tho' three Times solemnly called to come into Court came not but made Default. It's therefore considered by the Court that the P^lff shall recover against the Def^t the Sum of £6.4. lawful Money Dam^{ts} & Cost of Court taxed at 3/4/6.

Exp^{is} 30 Jan 1759Lamb
or
Gibbs

George Lamb of Springfield in the County of Hampshire yeoman - P^lff vs John Gibbs of Greenwich in the same County Yeoman Def^t in a Plea of the Case for that whereas the said George at said Springfield on the last Day of April 1757 was possessed of a certain Greyish paining Mare Colt about two Years old of the Value of seven Pound branded with Springfield Brand the Figure following viz P on the near Thigh which Colt the said George there afterwards viz on the same Day out of his Hands and Possession casually lost and the same Colt there afterwards viz the first Day of May 1758 by finding came into the hands and Possession of the said John Gibbs Nevertheless the said John tho' he knew the said Colt to be the Property of the P^lff. and of right to belong to him yet the said John contriving and fraudulently intending the P^r George of his said Colt to deprive refused to deliver the said Colt to the said George tho' he was often thereto requested and particularly on the 17th Day of May last at said Springfield but the said John then and there converted the same Colt to his own Use & hath ever since refused to deliver the said Colt to the P^lff & yet unjustly refuses to his Damage Nine Pound - The Parties appear and the said John comes and defends and reserving Liberty to give any Matter in Evidence which might have been specially pleaded and says He is not guilty in Manner & Form as the P^lff hath alledged and thereof puts himself on the Country - Upon which Issue being joined the Evidence were produced and the Parties fully heard & the Case then committed to y^e Jury who

Who viz Mr Joseph Blaggett Foreman & his Fellows returned their -
Verdict upon Oath that they find for the Plff three Pounds ten Shillings
lawful Money Damages and Cost of Court - Its hereupon considered
by the Court that the Plff shall recover ag^t the Def^t the Sum of
three Pounds ten Shillings lawful Money Damages and Cost of
Court taxed at three Pounds and three Pence - The Def^t appeals
from the Judgment of this Court to the Next Superior Court of Judi-
cature to be holden at Springfield within and for the County of
Hampshire on the fourth Tuesday of Sept^r Next & recognized with
Sureties according to Law to prosecute his Appeal with Effect as
by said Recognizance on file appears -

Lamb
Gibbs

Martin Dewey of Westfield in the County of Hampshire Gent Plff
or Jonathan Rose Jr^r of Granville in the same County Yeoman Def^t.
in a Plea of the Case as \S the Plff^s Writ on Fide is fully set forth - in this
Case the Def^t tho' three Times solemnly called to come into Court came
not but made Default - Its therefore considered by the Court that
the Plff shall recover ag^t the Def^t the Sum of £2.4.6 lawful Money
Damages and Cost of Court taxed at £1.12.4.2. - It is 30 Jan^y 1759.

Dewey
Rose

John Worthington of Springfield in the County of Hampshire Esq^r -
Plff. or Israel Hinds of Greenwich in y^e same County Yeoman Def^t in
a Plea of the Case demanding of y^e Def^t twelve Pounds 1/2. Which by his
Note on y^e 15. of July 1757 at s^d Springfield for Value rec^d he promised
the Plff to pay him or order by the first of October then Next with law-
Interest till paid And also the further Sum of twenty One Pound & two -
Pence Which the Def^t there on y^e same Day by his other Note promised
for Value rec^d to pay y^e Plff or Order by the first of July then next with
lawful Interest therefor till paid. Yet tho' requested has never fulfill
either of his s^d Promises to the Plff but neglects to do it to his Damage
Forty Pounds - The Def^t in this Case tho' three Times solemnly called
wrote into Court came not but made Default - Its therefore consi-
dered by the Court that the Plff shall recover against the Def^t
the Sum of £35.6.3. lawful Money Damages and Cost of Court as
 \S Bill allow^d at £1.10.7.2 - After all Which the Def^t comes into
Court and appeals from the Judgment of this Court to the Next
Superior Court of Judicature to be holden at Springfield within
and for the County of Hampshire on the fourth Tuesday of Sept^r
next and recognized with Sureties as the Law direct. for prosecut-
ing his Appeal there with Effect as by said Recognizance on
file appears -

Worthington
Esq^r
Hinds

Nathan Phillips of Springfield in the County of Hampshire
Yeoman Plff or Joseph Wall of y^e same Place Yeoman Def^t in a Plea
of the Case for that the Def^t there on the 15th of March 1755 by his
Note for Value rec^d promised to pay the Plff ten Pounds law^d Money
on or before the first of Sept^r then next Yet y^e Def^t tho' often requested
hath not fulfilled his said Promise but wholly deny^s to do it to y^e
Plff^s Damage sixteen Pounds - The Parties in this Case appear -
And the Def^t comes and defends and reserving Liberty to make any
other Plea at the Trial of the Appeal now pleads & says that the
Bond declared on he is not a trespasser and of this puts himself
on the Country - And the Plff consenting says the Def^t^s Plea and
Matters contained therein is an insufficient Answer to his Demand
that by the Law of the Land he is not holden to answer thereto &
this he is ready to verify and thereof pray^s Judgment and Judg^t -
for his Damages & Cost, & the Def^t says his Plea is sufficient - Its
therefore considered by the Court that the Plff shall recover ag^t
the Def^t the Sum of ten Pounds lawful Money Damages and
Cost of Court taxed at One Pound 7/10.2. like Money -

Phillips
Wall

The.

The Debt by his Attorney Mr Jones appeals from the Judgment of this Court to the Next Superior Court of Judicature to be held at Springfield within and for the County of Hampshire on the fourth Tuesday of September Next and recognized with Sureties as the Law directs for the Appellants prosecuting his appeal there to Effect as by his said recognizance on file appears —

The foregoing Judgments and Orders were made and entered up and then the said Court adjourned without Day —

Attest W^m Williams Cler.

Hampshire ss. Anno Regni Regis Georgii Secundi magnae Britanniae,
Franciae et Hiberniae tricesimo Secundo —

At his Majesty's Court of General Sessions of the Peace begun and held at Springfield within and for the County of Hampshire on the last Tuesday of August being the 29th of 2^d Month Anno Domini 1750 —

Present —

Joseph Dwight
Israel Williams
John Worthington
Josiah Dwight
John Sherman
Joseph Hawley
David Moseley
John Ashley
Isaiah Ward
Tim^r Woodbridge

Inquies Justices of
the said Court —

Tim^r Dwight Jun^r. Whose Com^r was
now read and he qualified to act as a
Justice of the Court of Sessions —
Josiah Chauncey. Whose Com^r was
now published he being requalified
by two of his Maj^r Council —

Inquies —

Grand Jurors —

Luke Hitchcock Fore^r
Nathaniel Ashinson
Josiah Pomroy
Caleb Strong
David Smith
Jonathan Dirkington
Elisha Allis
James Porter
Martin Dewey
Aaron Thing
David Field
Samuel Smith
John Gunn
Joseph Hoar
Jonathan Nash

Attended 2 Days —

Jury for Trials —

Joseph Blaggett Fore^r
Aaron Foster
John Hail Jun^r
Stephen Stebbins
Elisha Strong
John Field
Alexander Smith
Nathan Hoar
Jonathan Bush
Enoch Ride
Thomas Clinwood
Ebenezer Alexander

de Talibus
Circum^r —

Samuel Lamb of Springfield App^t vs Dr^m Regem App^{ee} from a
Judge given ag^t him by John Worthington Esq^r for Drunkenness - this
Case was further continued by Order of Court to the next Court of Gen^l
Sessions of the Peace to be holden at Northampton within and for y^e
County of Hampshire on the second Tuesday of November Next -

Lamb Esq^r
Dr^m Regem

Experience Richardson of Montague in the County of Hampshire spins
ter Comp^t vs Simon King of said Montague Yeoman Defendant for being the
Father of a Bastard Child &c. ordered that the Defendant be brought to answer to
the said Complaint at y^e Next Court and the Matter is referred for the Consi-
deration of the Court then -

Richardson
King

The Grand Jurors for the Body of this County do on their Oaths
present Nathaniel Kellogg of Hadley in s^d County Gent^l for erecting a
Common Nuisance on the Common high Way of the Lord the King with
in said Township of Hadley on that Part of said High Way called the
Way Road leading from the Town Street in said Hadley first running
towards Brookfield and at a Place about two Miles and half from
said Street and near a Place called the Straits of the Length of thirty
Rods and Whereon said Jurors on their Oaths say that s^d Nath^l
did at said Hadley on the twentieth of Sept^r last past with Force &
Arms erect and set up a Fence on that Part of the said Way of the
Lord the King in said Hadley called the Way Road and near the Place
called the Straits as afores^d and at the Southerly End of s^d Nathaniel's
Close there of the Length of thirty Rods and did then and there thereby
incroach upon and inclose a Part of the same high Way of the Length
of thirty Rods and of the Width of two Rods thereby straightening the
Passage thro' said high Way there and lessening the Breadth thereof
and said Jurors on their Oaths say that said Nathaniel hath at
said Hadley ever since with Force and Arms as aforesaid continued
the same Fence so incroaching on incumbering & straitening said
High Way in the Place aforesaid adjoining to said Nathaniel's
Close as aforesaid to the Great Injury and Common Nuisance of all
the Liege Subjects of the said Lord the King passing in and over
the same Way contrary to the Laws of this Province and y^e King's
Peace - Which Presentment was made at the last Court & signed
Nathaniel Brewer Foreman - The said Kellogg being brought before
this Court had the foregoing Presentment read to him, and being
required to plead to it, he said he would not contend with y^e King.
It is hereupon considered that the s^d Kellogg pay a fine of £5 for his
Offence for his Maj^{ty} Use with Costs of Prosecution & Stand committed &c.
And also ordered that the s^d Fence be forthwith taken down demolished
and removed in Manner^{al} by Law prescribed - Ex^o is. 6. Feb^r 39 accordingly -

Dr^m Regem
Kellogg

The Grand Jurors of the Lord the King for the Body of this County
do on their Oaths present Moses Smith of Hadley in the County of
Hampshire Yeoman for erecting a Common Nuisance on y^e Common
High Way of the s^d Lord the King there leading from s^d Hadley first -
running to Goldspring in s^d County and on that Part of s^d Way y^e
adjoins on the Northerly Side thereof to the House lot of s^d Moses at
the Southerly Part of said Lot of the Length of eighty Rods & Whereon
said Jurors on their Oaths say that the said Moses at s^d Hadley on
the 20th Day of September last past with Force and Arms unlawfully
did erect and set up a Fence of the Length of eighty Rods on that
Part of the said High Way in said Hadley adjoining to y^e s^d Moses's
House lot as aforesaid and on the Northerly Side of said high Way
as aforesaid and did then and there by s^d Fence incroach upon and
inclose a Part of the same high Way of the Length of eighty Rods and
of the Width of three Rods thereby straightening the Passage thro' the
same high Way and lessening the Breadth of the same and said
Jurors

Dr^m Regem
Smith

D^r Reg
or
Smith

Jurors on their Oaths further say that said Moses at S^d Hadley hath with Force and Arms continued the same fence ever since so-
inroaching on and straitening y^e same High Way of aforesaid
to the great Injury and Common Nuisance of all his Majesty's Liege
People passing and travelling thro' and over the same Way all
which is contrary to the Law of this Province in such Cases provided
and the King's Peace which Presentment was made at the last
Court and signed Nathaniel Brewer Foreman - The said Moses
being brot before this Court heard his Presentment, and being re-
quired to plead thereto, pleaded that he would not contend with
the King - Its hereupon considered & determined that the said
Moses for his said Offense be amerced to his Majesty in the Sum of
four Shillings - and pay Cost of Prosecution & stand committed
in - & Ordered that the Nuisance be forthwith taken down demdiph-
ed and removed in Manner as the Law directs -

Worthington
Esq. & Reg
or
Mawhorter

John Worthington Esq. in behalf of our Lord the King informs
the Court that Samuel Mawhorter of Greenwich in the County of
Hampshire Yeoman at said Greenwich on the 23^d Day of February
last with Force and Arms did kill one wild Deer and then and there
had the Skin and raw flesh of said Deer in his Possession contrary to
Law of this Province in that Case provided and the King's Peace -
Wherefore he prays said Samuel may be proceeded ag^t according
to Law - The said Samuel being brot before this Court had the pre-
going Complaint read to him and being required to plead thereto -
pleaded Guilty to the same - Its hereupon considered that the
said Samuel be fined to his Majesty in the Sum of £10 - and pay
Cost of Prosecution & stand committed in - He not being able
to pay the fine, ordered that he be put to Service to some of his
Majesty's Liege People for the Space of two Months - sold according
ly to John Mawhorter for 40^s law Money -

D^r Reg
or
Rogers.

The Grand Jurors for the Lord the King for the Body of this County
do on their Oaths present Elijah Rogers of S^d Springfield Yeoman
for that he at S^d Springfield on the Evening following Saturday the
twenty second Day of April last did with Force and Arms make
an Assault on One Samuel Ward of said Springfield Yeoman
then in the Peace of said Lord the King and that the said Elijah
did then and there beat bruise milt and wound the s^d Sam^l
and many other Injuries to him then and there did contrary to
the Law and the King's Peace - The said Elijah being brot before
this Court had the foregoing Presentment read to him - to which
he pleaded not guilty and put himself on the Country for a trial -
A Jury being sworn to try the Issue after a full hearing of the Case
say on their Oaths that the Def^t is Guilty - Its hereupon Order-
ed by the Court that the said Elijah be amerced to his Majesty
in the Sum of £5 and that he pay Cost of Prosecution and stand
committed in - And that he find Sureties for y^e good Behaviour &c -

Rogers's
Recogn

The abovenamed Elijah as Principal recognized in the Sum
of Ten Pounds and Joseph Hawley Esq. as Surety in the like
Sum for his the said Elijah's being of the good Behavior to-
wards all his Maj^{ty} Liege People till y^e Next Court and especially
towards the s^d Samuel -

Reg -
or
Town of
Hadley

The Grand Jurors for the Lord the King for the Body of this County
do on their Oaths present that the Common High Way of the said
Lord the King lying within the Township of Hadley in the County
of Hampshire called the Bay Road leading from Connecticut River
to the Place called Seven Mile Brook for the Whole Width thereof
and thro' all the Length aforesaid on the first of March last was
and -

And ever since has been in great Delay for Default of a due Repara-
-tion and Amendment thereof so that the Subjects of the Lord of King
-passing and traveling in and over the same Way without great
-Danger and Difficulty cannot pass and repass thro' the same to y^e Common
-Nuisance of all the Liege Subjects of the Lord the King passing thro'
that Way - And that the Inhabitants of s^d Town of Right and by Law
ought to repair and amend the same when and so often as the same
is Necessary - Which they have neglected and still neglect to do - Contra-
-ry to Law and the King's Peace - Which Presentment was made at
the last Court and signed by Nathaniel Brewer Foreman - And a
Summons ordered by the Court last mentioned to be made requiring
the Inhabitants of said Hadley now to appear and answer to y^e forego-
-ing Presentment. But the said Inhabitants of s^d Hadley Who were
-by Virtue of his Majesty's Writ directed to a proper Officer summoned
to appear here and answer as afores^d in Contempt of y^e Court and y^e Law -
refuse now to make their appearance - Its therefore Ordered that
a Capias be made ag^t the s^d Inhabitants of said Hadley that they
may be had before the next Court to answer as well for their said
Contempt as to the foregoing Presentment -

The Grand Jurors for the Lord the King for the Body of the County of -
Hampshire do on their oath present John Davis of Ware River Precinct. } D^s Rex
in the County of Hampshire Yeoman for that said John at s^d Ware River } Davis
on the 20th Day of September in y^e 30th Year of his Majesty's Reign in
and upon the Common high Way there leading from Hadley in s^d County
to Brookfield in the County of Worcester at a Place in said high Way -
near the Dwelling House of y^e said John and a Little North East of y^e
same with force and Arms did erect and set up a Saw Mill and a Mill
Dam thereto adjoining on the Brook called the Muddy Brook running
thro' said Way and also then and there with like force and Arms did
erect and set up a fence on the same high Way from said Mill & Dam
to Swift River Hill so called in said County and did by s^d Mill Mill
Dam and Fence incroach upon and inclose a Part of the same high
-Way the Whole Width thereof and the Length of twenty Rods or
throughout all the Length aforesaid from said Mill to said Hill &
the same Mill Mill Dam and fence so erected as aforesaid with
like force and Arms hath continued and the same high Way so in-
-cumbered obstructed and incroached on as aforesaid to this time
to the great Damage of all the Liege Subjects of y^e said Lord the
King passing thro' and over the same Way - Contrary to the Law
of this Province and the King's Peace - Which Presentment was
made at the last Court and signed Nathaniel Brewer Foreman -
The said Davis being brot before this Court heard his Presentment
read and being required to plead thereto, said he would not contend
with y^e King - Its hereupon Considered that the said Davis -
shall be amerced to his Majesty for his Fault in the Sum of 2^s &
pay Cost of Prosecution & stand committed w^o - & Ordered that the
Nuisance be forthwith taken down demolished & removed according
to Law - Ex^t not to Issue till specially ordered -

John Worthington Esq^r Attorney for the Lord the King and in this Be } Worthington
-half here in Court instantly informs against James Lyman of North- } Esq^r pro
-ampton in the County of Hamph^r & Cent. that he the said James on the } the King
first Day of April last at said Northampton did with Force and Arms } Lyman
erect and set up a fence on the high Way of the said Lord the King there
leading from the Meeting House there to Clark's ferry there and on the
Westly Side of s^d Way of the Length of sixteen Rods and did then and
there by said Fence incroach upon and inclose a Part of the same high
Way adjoining to the said James's house Lot there of the Length of 16
Rods and of the Breadth of three Rods throughout all the Length afores^d
and
and

J^r Reg
Lyman

And that the said James hath ever since continued said fence so by him set up as aforesaid to this Time and that the said fence is a Common Nuisance and to the great Damage of all the Liege Subjects of the said Lord the King passing and repassing thro' the same Way Which erecting and continuing said fence as afores^d is contrary to Law and the King's Peace Which Complaint was made at the last Court and signed by said John Worthington Esq^r. - And now the said James being butt before the Court had the foregoing Complaint read to him to which being required to plead - He said He would not contend with the King - It's thereupon considered by the Court that the said James be amerced to his Majesty in the sum of six shillings and that he pay costs of Prosecution and stand committed &c. - And also that he forthwith remove the Nuisance, by which he has inclosed of said high Way in Length seven chains - and in the Breadth at the southerly end 30 Links, and at the Northerly end 14 Links, and so in Proportion throughout the Length aforesaid -

Idem
Gad
Lyman

John Worthington Esq^r. Attorney for the Lord the King and in this Behalf informs against Gad Lyman of Northampton in the County of Hampshire Yeoman That said Gad Lyman on the first of March last at said Northampton erected and set up with force and arms on the high Way of the s^d Lord the King there leading from the Meeting House there to Clark's ferry there a fence of the Length of sixteen Rods and thereby inclosed and incroached a Part of said high Way on the Westerly side thereof adjoining to the Homelot of the said Gad of the Length of sixteen Rods and of the Width of one Rod and that the said Gad hath ever since continued said fence so set up as afores^d to this Time to the Common Nuisance of All his Majesty's Liege Subjects passing and traveling in and over the same Way Which is contrary to the Law of this Province in such cases provided and the King's Peace Which Complaint was made at the last Court and signed John Worthington - The said Gad being butt before the Court and hearing the foregoing Information read, pleaded that he would not contend with the King - It's thereupon determined that the said Gad be amerced to his Majesty in the sum of five shillings and that he pay costs of Prosecution &c. - Also ordered that he forthwith take down & demolish & remove said fence - By which he has inclosed of the s^d high Way in Length 12 chains and in Breadth at s^d Northerly end of s^d 12 chains in Length 29 Links, and at s^d southerly end 6 Links and so in proportion thro'out the Length aforesaid -

Idem
Clap -

John Worthington Esq^r. Attorney for the Lord the King and in this Behalf informs this Court ag^t Supply Clap of Northampton in the County of Hampshire Yeoman for that if said Supply at said Northampton on the first of April last with force and arms did erect and set up a fence on the high Way of s^d Lord the King there leading from the Meeting House there to Clark's ferry there on the Westerly side thereof where it lieth adjoining to his Homelot - there of the Length of sixteen Rods, and did then and there by s^d fence incroach and inclose a Part of the same high Way of the Length of sixteen Rods and of the Width of three Rods all the Length aforesaid and the said Supply hath ever since continued s^d same fence so set up by him as aforesaid to this Time and that the same is a Common Nuisance and to the great Damage of all s^d Liege Subjects of the said Lord the King passing in and over the same Way Which erecting and continuing said fence as aforesaid is contrary to Law of this Province in such cases provided and the King's Peace - Which Information was filed at last Court and signed John Worthington

And

And Now the said Supply being brot before this Court had the foregoing Complaint read to him and being called to plead to it pleaded that he would not contend with the King - Its hereupon determined by the Court that the said Supply be amerced to his Majesty for his Fault aforesaid in the Sum of 5^s and that he pay Cost of Prosecution and stand committed &c. And also ordered y^t he forthwith take down demolish and remove said Fence, by which he has inclosed of the said High Way seven Chains & eleven Links in Length and in Breadth at the Southerly end 20 Links at the Northerly end 36 Links & so proportionably throughout all y^e Length aforesaid -

Is. Key
Clap -

John Worthington Esq^r Attorney for the Lord the King and in this Behalf informs this Court ag^t John Lyman of Northampton in y^e County of Hampshire Yeoman for that said John Lyman at said Northampton on the first of April last did unlawfully and with force and Arms erect and set a Fence on the high Way of the said Lord the King there leading from the Meeting House there to Clark's ferry there and on the Westerly side of said High Way where it adjoins to the Homelot of P^r Lyman there of the Length of sixteen Rods and did then and there by said Fence inroach on and inclose a Part of the same high Way of the Length of sixteen Rods and of the Width of three Rods throughout all the Length aforesaid and that the P^r Lyman hath ever since there continued the same fence so set up by him as aforesaid to this Time and that said Fence is a common Nuisance - and to the Great Damage of all the Liege Subjects of the said Lord the King passing in and over the same Way Which erecting and continuing said Fence as aforesaid is contrary to Law of this Province in such Cases provided the Peace of the said Lord y^e King his Crown and dignity - Which Information was made at y^e last Court and signed John Worthington - The said Lyman was now brot before the Court and having heard the foregoing Information read & being required to plead to it pleaded that he would not contend with the King - Its therefore determined by the Court that he be amerced to his Majesty in the Sum of five Shillings and that he pay Costs of Prosecution & stand committed &c. And also ordered that he forthwith take down demolish and remove P^r Fence Whereby he inclosed of said High Way in Length 14 Chains and 13 Links and in Breadth at y^e Southerly End of the Length aforesaid 19 Links in the Middle thereof 27 Links and at y^e Northerly end 20 Links and proportionably thro^o all y^e Length aforesaid

Idem
Lyman.

John Worthington Esq^r Attorney for the Lord the King and in this Behalf informs this Court against Jacob Parsons of Northampton in the County of Hampshire Yeoman for that said Jacob on the first of April last at said Northampton unlawfully and with force and Arms did erect and set up a fence on the common high Way of y^e said Lord y^e King there leading from y^e Meeting House there to Clark's ferry there and on the Westerly side of said high Way of the Length of sixteen Rods and did then and there by said Fence inroach on and inclose a Part of y^e same high Way there adjoining to his said Jacob's Homelot of the Length of sixteen Rods & of the Breadth of three Rods thro^o all the Length aforesaid and the said Jacob hath ever since continued the said Fence so by him set up as aforesaid to this Time to the Great Damage and common Nuisance of all his Majesty's Liege Subjects passing and repassing in and over said high Way Which erecting and continuing the said Fence as aforesaid is contrary to the Law of this Province in such Cases the Peace of the said Lord the King his Crown and Dignity - Which Information was made at y^e last Court and signed John Worthington

Idem
Parsons

And

D. Rees
or
Carsons

And the said Jacob being brot before this Court and the foregoing Complaint being read to him and he required to plead to it pleaded that he would not contend with the King —
It's hereupon ordered that he be amerced to his Majesty in the Sum of five Shillings lawfull Money for his Default and that he pay Costs of Prosecution and stand committed in and forthwith take down demolish and remove the Nuisance by which he has invaded on and inclosed of the said high Way in Length 7 Chains and Nineteen Links and at y^e North End of the Length aforesaid in Breadth 25 Links and so much from said Northerly End of y^e said Length to y^e Southerly end thereof as is included in an equal Decrease of y^e said Breadth at y^e Northerly End to a Point at y^e said Southerly End of the Length aforesaid

Idem.
or
Comroy

John Worthington Esq. Attorney for the Lord the King and in this Behalf informs this Court against Josiah Comroy of Northampton in the County of Hampshire Gent for that said Josiah at said Northampton on the first of April last with force and Arms did erect and set up a fence on the Common High Way of the said Lord the King there leading from the Meeting House there to Clark's Ferry there and on the Westerly Side thereof of the Length of 16 Rods and did then and there by said fence invade on & inclose a Part of said Way where it adjoins to a Lot of the Josiah of the Length of 16 Rods and of the Breadth of three Rods through All the Length aforesaid and hath ever since continued said Fence so by him set up as aforesaid to this Time and for that said Fence is a Common Nuisance and is to the great Damage and Common Nuisance of all his Majesty's Liege People passing and repassing in and over the same Way Which erecting and continuing said Fence is contrary to the Law of this Province in such Cases provided and the King's Peace — Which Information was made at the last Court and signed Mr. Worthington. The said Josiah being now brot before the Court had the foregoing Complaint read to him and being required to plead to it — He pleaded that he would not contend with the King —
It's hereupon Ordered that he be amerced to his Majesty in the Sum of 5^s and that he pay Costs of Prosecution and stand committed in and that he forthwith take down demolish & remove said Fence by which he has invaded on & Way in Length 6 Chains and 26 Links in Width at y^e Southerly End of the Length aforesaid 14 Links and at y^e North End 19 Links —

Idem.
or
Shelden

John Worthington Esq. Attorney for the Lord the King and in this Behalf informs this Court agt Elias Sheldon of Northampton in the County of Hampshire Yeoman for that said Elias at Northampton on the first of April last with force and Arms did erect and set up a fence on the high Way of the Lord y^e King there leading from the Meeting House there to Clark's Ferry there on the Westerly Side thereof & where it adjoins to the Home Lot of the said Elias there of the Length of sixteen Rods and then and there by said fence invade on and inclosed a Part of said High Way of the Length of sixteen Rods and of the Width of three Rods and that he hath with force and Arms continued the same Fence so by him set up as aforesaid ever since to this Time and the said John saith that the said Fence is a Common Nuisance and is to the great Damage and Common Nuisance of all his Majesty's Liege Subjects passing and repassing in and over the same Way Which erecting and continuing said Fence is contrary to Law of this Province in such Cases provided and the King's Peace —

Which

Which Complaint was made at the last Court and signed John Worthington. The said Sheldon was now brot before the Court and having heard the foregoing Complaint and being required to plead to it, pleaded he would not contend with the King. Its hereupon Ordered by the Court that ^{he} be amerced to his Majesty in y^{e} Sum of 5^{s} . and pay Cost of Prosecution and stand Committed 6^{w} . And that he forthwith take down demolish and remove the 2^{d} Tence, by which he has inclosed of the aforesaid Way in Length 1 Chain and 41 Links in Width at y^{e} S^d End of the P^{e} Length 25 Links at y^{e} N^d End 30.

Key u
Sheldon

John Worthington Esq: Attorney for the Lord the King and in this Behalf informs this Court ag^t Joseph Alford of Northampton in y^{e} County of Hampshire Yeoman for that said Joseph at y^{e} Northampton on the first of April last with fire and Arms erected and set up a fence on the Common high Way of the said Lord the King there leading from the Meeting House there to Clark's ferry there on the West side of said high Way and where it adjoins to the Corner lot of the said Joseph there of the Length of sixteen Rods and thereby incroached on and inclosed a Part of the same Way of the Length of sixteen Rods and of the Width of three Rods and hath ever since continued the same fence so by him set up as aforesaid to this Time and said John says said fence is a common Nuisance and is to the Great Damage and Common Nuisance of all his Majesty's Liege People traveling in and over y^{e} same Way which erecting and continuing said fence is contrary to the Laws of this Province in such Cases provided under the King's Lease. Which Complaint was made at y^{e} last Court and signed John Worthington. And the said Joseph being brot before the Court had y^{e} foregoing Complaint read to him and being required to plead thereto, pleaded that he would not contend with the King. Its hereupon Ordered by the Court that the said Joseph be amerced to his Majesty in the sum of 1^{s} . and pay Cost of Prosecution & stand Committed 6^{w} . And that he forthwith take down demolish and remove said fence whereby he has inclosed of the said Way in Length 9 Chains & 41 Links and at y^{e} South End of y^{e} Length afores^d 10 Links in Width and 15 Links at y^{e} N^d end thereof and proportionably throughout all y^{e} Length.

Idem
or
Alford.

John Worthington Esq: Attorney for the Lord the King and in this Behalf Comp^r William Parsons of Northampton Gent for setting up a fence on the Common high Way there &c. this Matter was referred to the Next Court of General Sessions of the Peace to be held at Northampton for y^{e} County of Hampshire on the second Tuesday of November Next for y^{e} further Consideration of y^{e} Court.

Idem
Parsons.

Deazler Davis lately of Sheffield in the County of Hampshire Yeoman Who was bound by Recognizance to make his personal appearance at this Court to answer to the Presentment of the Grand Jury made ag^t him at the ^{last} Court for Stealing &c. as appears by the Records of that Court last mentioned, having made Default in not performing y^{e} Condition of y^{e} same Recognizance it is now declared forfeit.

Davis
Key u
forfeit

Joseph Holmes is now discharged from his Recognizance whereby he was held to make his personal appearance here by David N^{o} by Order of Court.

Holmes
discharg^d.

Sarah Smith of Hatfield single Woman comes before this Court and confesses she has been guilty of the Crime of Fornication. Ordered she pay as a fine to his Majesty the sum of $\text{13}^{\text{s}}^{\text{4}}$. & Cost.

Sar. Smith
Confess^d.

Mary-Davis } Mary Davis of Greenwich Singlewoman comes before the Court
Confessⁿ } and confesses she has been guilty of the Crime of Fornication -
Ordered She pay as a fine for her Fault & sum of 13/4 & Cost -

Davis } Mary Davis of Greenwich in the County of Hampshire Spinster
or } and Singlewoman in Behalf of the P^r Town of Greenwich as well as
Gibbs } for herself Comp^t vs John Gibbs of same Place husbandman -
Deft setting forth that said John is & father of a Bastard Child
begotten on her Body &c - Which Complaint & said Mary after-
wards withdraws - And the said Mary again comes and informs
this Court that on the Third of April last she was delivered of a
female Bastard Child begotten on her body by the above named
John Gibbs. Which Child is now alive and stands in need of Main-
tenance and Support she therefore in behalf of ^s Child prays -
the Order of this hon^{ble} Court that the ^s John may be charged
with the Maintenance of ^s Child with her ^s Mary's Assistance
and obliged to give Security to perform such Order and save the
said Town harmless as to the said Child's Maintenance for that
she says said Child is in danger of suffering for Want of necessary
Maintenance and because she says said John is the father
of said Bastard Child praying &c - The said Gibbs being here in
Court & being called upon to hear the foregoing Complaint to -
Which he pleaded not guilty of & Matrons charged - The Court after
a full hearing of & Parties doed judge the said Gibbs to be the
Putative Father of ^s Child - and then it was ordered the Case
should be continued to ^s Next Court for the further Considerⁿ &
and Adviseⁿ of ^s Court, and that the ^s John recognize &c.

J. Gibbs } John Gibbs abovenamed as Principal recognized in the sum
Recog^y } of £30 - and Stephen Davis and Simon Davis ^{jr} as sureties
in the sum of £15. each for the said John Gibbs making his
personal Appearance at the Next Court of Hon^{ble} Sessions of -
the Peace &c - to answer to such things as may be objected
ag^t him on his Majesty's Behalf especially to the foregoing
Complaint & further to do and receive &c -

Select- } Israel Williams Oliver Partridge Esq^r Daniel White Seth Dwight
Men } and Obadiah Dickinson Gentlemen Select-Men of the Town of Hatfield
of } in the County of Hampshire Complainants vs John Combs Yeoman
Hatfield } Joseph Miller Gent and Mary his Wife all of Springfield in ^s County
or } Aaron Denicour of Greenfield in said County Yeoman and Anna his
Miller &c } Wife Joel Dickinson of ^s Hatfield Yeoman and Rachel his Wife &
Ebenezer Graves of Sunderland in said County Yeoman Defts. The
Complainants shew that Elisabeth Graves of said Hatfield Widow -
is an Inhabitant of ^s Town of Hatfield by Reason Whereof ^s Town is with
regard to other Towns chargeable with the Support and Maintenance
of her the said Elisabeth in case of Inability to Support herself & that
the said Elisabeth thro' Age and Infirmary is wholly unable to support
herself by Labour And that she is a poor indigent Person and has no -
Estate or Means whereon to Subsist and that for a great while past
and at present stands in Need of Relief and Support They also shew
that the said Elisabeth hath Relations in this County within the de-
gree of Children viz the said Combs and others abovenamed of suf-
ficient Ability to relieve and Support her and by Law are obliged
thereto They further shew that the said Town of Hatfield have
ever since the twelfth Day of February last to this Time been oblig^d
to Support and relieve her the said Elisabeth and to pay therefor
at the rate of three Shillings by the Week because her ^s Relations
have wholly refused to relieve her the said Select Men in Behalf
of the said Town of Hatfield do humbly pray and supplicate
this

This hon^{ble} Court that They would make such Order as shall ef-
fectually oblige the said Relations of her the said Elisabeth to pay to
pay to the said Town of Hatfield such Sum of Money as the said Town have
been obliged as aforesaid to disburse for her the said Elisabeth's Support
Already and also oblige the said Relations to relieve and support her &
said Elisabeth for the future as long as she shall need relief in such
Manner and Proportion as to your Honours shall seem just & equitable
and They as in Duty bound be - Which Complaint was exhibited at the
last Court and the Deft^t then ordered to be summoned to appear here
and answer to the foregoing Complaint - And Now the s^r John Combs
by his Attorney comes and says he is not of sufficient Ability to con-
tribute to the Support of the said Elisabeth his said Mother and
thereof prays Judgment & Judgment for his Cost - And the Court -
upon Consideration of his the said Combs Circumstances are of Op-
inion that he is not of sufficient Ability to contribute towards the
Support of the said Elisabeth his s^r Mother and Its therefore deter-
mined that he shall not be obliged to contribute thereto -

And the said Joseph Miller and Aaron Denieur also Now come
into Court and say severally that they are not Children of the said
Elisabeth or Relations to her only by intermarriage respectively -
with the Daughters of the said Elisabeth Graves and that by Law
Sons in Law as aforesaid are not obliged to contribute to the Support
of a Mother in Law as the said Elisabeth only is to them and of
this they pray Judgment and that the Complaint may be dismissed
and they allowed their Cost by John Worthington Esq^r Atty to them
And the said Joseph and Mary his Wife Aaron and Anne his Wife
respectively come and say the Comp^t not being dismissed, that the
said Mary Wife of s^r Miller and the said Anna Wife of said
Denieur being under covert of their Husbands respectively are not of
Ability or by Law obliged to contribute to the Support of their said
Mother and thereof pray Judgment by s^r Worthington their Atty -
And the said Dickinson also by his Attorney now comes into Court
and says he is willing to contribute in equal Proportion with the
abovenamed Miller Combs and Denieur and Graves towards s^r Support
of the said Elisabeth Graves - The Parties in this Case having been
fully heard and the Things touching the same fully Considered and
expressed Its Determined & Ordered by the Court that the said
Miller & his Wife Denieur & his Wife Dickinson and his Wife
and the s^r Ebenezer Graves shall reimburse the said Town of Hatfield
of the Sums they have been already obliged to disburse for s^r Support
of s^r Elisabeth since the 12th of February last to this Time at s^r Rate
of two ^{shillings} and eight Pence by the Week - and that they shall pay the s^r
Town 2^d s^r lawful Money in equal Proportion for every Week that
has happened since the said 12th of Feb^y last being in s^r Whole 20
Weeks And that they further relieve and Support her the s^r Eliza-
in like Manner and at s^r same Rate s^r the Week during the
Courts Pleasure -

humbly shew Moses Smith of Hadley in s^r County of Hampshire
Yeoman that he has erected a living Teme on Part of the Common
high Way of our Lord the King where it adjoins to s^r point of s^r said
Moses's House lot there of the Length of twelve rods whereby he has
inclosed a Part of s^r same Way of that Length and that there is a suf-
ficiency of good and feeble Land for a road without that Part so in-
closed by said Teme - He therefore prays this hon^{ble} Court to order
and appoint a Com^{tee} to discontinue s^r said inclosed Part of
said high Way and as in Duty Bound be - The Court upon hear-
ing the Petition Order that the further Consideration thereof be
referred to the Next Court of General Sessions be -

Moses
Smith's
Petition
Referred
to -

Symon
betters
Letter.

Humbly Shew Gad Symon Gent. William Parsons Gent. Supply
 Clap Yeoman John Symon Yeoman Josiah Pomeroy Gent. James
 Symon Gent. Elias Shelden Yeoman Jacob Parsons Yeoman and Joseph
 Alvord Yeoman all of Northampton in the County of Hampshire -
 That Whereas John Worthington Esq. Attorney for our Sovereign Lord
 the King at the last Court of General Sessions of the Peace by ---
 Writing under his Hand in Behalf of our said Lord the King in-
 formed the said Court against Us severally that We severally be-
 fore that Time had at said Northampton erected Nuisances on the
 Common high Way of our s^d Lord the King there leading from the
 Town House there to Clark's Ferry there and by Thence had inclosed
 a Part of the same Way on the westerly side thereof and that We
 severally continued said Thence erected and standing on said high
 Way Whereby a Part thereof was inclosed and the full Breadth of it
 much lessened to y^e Common Nuisance of All his Majesty's Liege
 Subjects having Occasion to pass and repass in and over y^e same
 high Way all which will more fully appear by the Records of said
 Court All which Inroachments We severally acknowledge ourselves
 in a certain Manner & Degree guilty of, but for that s^d high Way
 in that Part thereof where We have inroached was originally laid
 out of the full Breadth of six Rods lying the full of s^d Breadth westward
 of the Thence inclosing the General Field there and because y^e Ground
 where said high Way lies is dry and naturally particularly good
 and feasible for traveling in all Seasons of the Year We beg leave
 to say we humbly apprehend four or five Rods of the Breadth of
 said Way would commodiously and to all the Purposes of a
 high Way serve our Lord the King and his People and are fully
 persuaded if your Honors were made fully acquainted with the
 Nature and Situation of said Ground your honors would be
 clearly of Opinion that it would be for publick Utility as well
 as greatly for the Convenience and Accommodation of particular
 Persons to discontinue at least One Rod if not more Part of the
 Breadth of said Way through the Whole Length thereof to which
 the several Inroachments whereunto We are charged will amount
 But because many are apprehensive that in some Places it would
 be more reasonable to discontinue a Part of s^d high Way on the
 easterly than on the Westerly Side thereof We humbly apprehend
 your hon^{rs} will judge it expedient to appoint a Comtee to enquire on
 the Spot into the reasonableness of What we have herein before hum-
 bly suggested to your Honors And either to determine how much of
 said high Way and on which Side thereof shall be discontinued
 or report their Opinion to your Honors for your honors further Order
 respecting the same Which is What We hereby most humbly sup-
 plicate your Honors to order. And to incline your Honors more readily
 to grant our Prayer We hereby agree and firmly promise & engage
 to pay the Charge and fee of appointing s^d Committee and What
 such Comtee shall in your Honors Judgment reasonably deserve
 for What they shall do in the Premises pursuant to the Order of
 this hon^{ble} Court - and All other cost necessarily arising thereon
 Which Petition was now read - and the Court having considered the
 same, say a Part of the Prayer shall be granted Iny^t that a Comtee
 be appointed to view & report according to the s^d Petition - It is or-
 dered accordingly that Mess^{rs} Daniell White Gent. Sam^l Bodman
 Yeoman Obadiah Dickinson Gent. Samuel Smith Gent. And
 W^m Williams Gent. Who are five disinterested sufficient Freeholders
 in this County be and hereby are appointed a Comtee to view on the
 Spot and determine how Much of & Where the said Way may best be
 discontinued having first given reasonable Notice of the Time and
 Place of their Meeting to all Persons interested Who shall be under
 Oath to perform said Service according to their best Skill & Judgment

ing to view & Way and determine how much thereof & where if same may be discontinued with most convenience to the Publick and least Prejudice to private Property. Which having done they or the Major part of them are to report their Opinion under their hands and seals to the Next Court of General Sessions of the Peace to be held in this County after the service is performed for the further Order of this Court. The Whole to be at if proper Cost of the Petitioners — Order is — 9th Oct^r 70

Humbly Shew John Davis of Ware River Precinct so called in the County of Hampshire Yeoman That he humbly apprehends the Country Road called the Bay Road that passes River Brook there East of Swift River hill there may be altered from the Place where the Road now used leaves said Country Road on the Westerly side of s^d Brook to the Place where the late used Road meets or joins with the said Country Road on if East side of said Brook and be laid where or near where if Road now used goeth Which he humbly apprehends will be of Common Convenience as it shortens the Travel and the Road is capable of being made better in the Way now used than in said Country Road your Petitioner y^e fore humbly prays your honors to appoint a Committee to make an Alteration in s^d Road if upon View of the same They shall Judge of it of Common Convenience And your Petitioner promises your Honor to pay said Com^{tee} What your honors shall Judge reasonable for their Service & as in Duty Bound &c — Which Petition was read and the Court on Consideration thereof had & judging the Alteration pray'd for of the the abovementioned Road to be of Common Convenience & Necessary say if Prayer of y^e Petition is granted — The Court accordingly appoint Mess^{rs} Nathaniel Dwight John Thompson Aaron Symon and Jonathan Gentlemen & Hazeiah Root Yeoman Who are five disinterested sufficient Freeholders in s^d County a Com^{tee} to view y^e Roads abovementioned and if they shall Judge it of Common Convenience make if Alteration pray'd for, having first given reasonable Notice to all Persons Interested of the Time and Place of their Meeting, Who are to be under Oath to perform said Service according to their best Skill and Judgment with most Convenience to the Publick and least Prejudice to private Property. Who are also to ascertain the Place and Course of said Road in the best Way and Manner they can Which having done they or y^e Maj^r of them are to make Return thereof to the next Court of General Sessions of the Peace to be held in this County after the Service is performed under their Hands and Seals, and if any Person shall be damaged in his Property by altering said Way said Committee are empowered and required under Oath to estimate the same and make Return thereof as aforesaid — Order made accordingly —

We the Subscribers some of the Inhabitants of the Second Precinct in Hadley humbly Shew That we apprehend it very necessary and greatly tending to the publick Convenience that a high Way & Country Road should be laid out and established for the free Use of all his Majesty's Good Subjects from a Place in the Country Road called if Bay Road where the Path leaves said Way Road that is commonly used by People belonging to said Second Precinct Sunderland Deersfield Montraque Northfield be traveling to and from Weylin and back Eastward of Hadley and from thence in the General pursuing said Path in s^d Second Precinct to the Meeting house there and from said Meeting House Northward in the Way laid out between the first & Second Division of Lands in said Precinct as far as Isaac Goodale's house lot there ^{thence} also the original Lots in said first Division of Land. Where there has been for many Years past till very lately an open Road or Way as far Northward as Hadley Mill River steadily used by the Inhabitants of s^d Second Precinct the Town of Hadley and all y^e Town above named traveling as aforesaid and from said Mill River where

the

and

Field &
Allen
Set

the Road last abovesaid crosses said River thr^o Lands left for a -
Way by the Town of Hadley between the Division of Land that Deacon
Ward lives on and the Division lastward that Charles Wright lives on
to Sunderland Line and from thence to the Meeting house in Sunderland
Where or near the Place Where the Common Travelling is by the People
abovesaid traveling as abovesaid And We beg leave to suggest to your
Honors that such an high Way laid and established as above proposed
would not only greatly Convince Travellers in General but it would
also particularly serve and relieve your Petitioners most of Whom
have settled and built on the private Way abovesaid running across
the original Lots as abovesaid which has been used and kept open for
about thirty Years past but of late is shut up by fences some of the
Owners of the Land wholly forbidding and prohibiting Us from tra-
velling in said Way and We beg Leave to be if more importunate -
with your Honors in our foregoing Requests for that We have applied
to the Select Men of the Town of Hadley requesting them to lay out
a Town Way where if private Way or Path hath lain so long open &
they have wholly denied and refused to do the same Notwithstand-
ing We freely offered to give to the Town for that Use so much of our
respective Lots as the said Way crosses and never demand any Sa-
tisfaction for a Town Way. Hoping our Lots as aforesaid
But in case your honors on reasonable Inquiry & Consideration -
should not judge it expedient to lay out an high Way which We
most earnestly supplicate We beg your honors to Consider our Ne-
cessity and order that a Town Way should be laid out where the
private Way now goes from said Goodale's Lot up Northward to said
Mill River at a Place above proposed and as in Duty bound be-
signed by John Field and a Number of the Inhabitants of the
Second Precinct in Hadley - The foregoing was now read and the Court
judging the high Way prayed for to be of Common Convenience and
Necessity say'd Prayer of Petition respecting a high Way shall
be & hereby is granted & determine a Committee shall be allowed
to lay out if there - Order that Mess^{rs} Daniel White Gent. Sam^l
Woodman Yeoman Obadiah Dickinson Gent. Sam^l Smith^{Gent} and
Elisha Hubbard Yeoman being five disinterested sufficient free-
holders in said County be a Committee to view and lay out the
high Way prayed for if they judge it to be of Common Convenience
having first given reasonable Notice to all Persons interested of y^e
Time and Place of their Meeting Who are to be under Oath to perform
said Service according to their best Skill and Judgment with most
Convenience to the Publick and least Prejudice to private Property.
And shall ascertain the Place and Course of said Road in the
best Way and Manner they can which having done They or
the Major Part of them shall make Return thereof to the next
Court of General Sessions of the Peace to be held in sd County
after the Service is performed under their Hands and seals -
And if any Person shall be damaged in his private Property
by the laying out said high Way the said Comtee are empowered
and required under Oath to estimate the said Damage and
make Return thereof as aforesaid - Order made accordingly -

Ordered by this Court that Mr Jones be desired to apply to the
Select Men of the Town of Springfield to lodge their Weights and
Measures stamp according to Law with Mr Pynhorn y^e County
Treasurer That the several Towns within this County by apply-
ing to said Pynhorn may have their respective Weights and
Measures proved and sealed according to Law - And Mr Jones
is desired accordingly -

Ordered by this Court that Twenty Pounds lawful Money be allowed and paid out of y^e County Treasury to Josiah Dwight Esq^r for Repairs of the Goal and Court House in Springfield he has made, for which he is to stand accountable to the Court of General Sessions &c. - and the County Treasurer is ordered to pay y^e Sum to y^e Josiah out of the County Treasury accordingly - Order was made 2^d Sept. 1750 -

Order to pay Josiah Dwight £20 -

Isaac Colton 2^d presents an account to this Court for Repairs of y^e Prison house in Springfield amounting to One Pound and Six Pence praying an Allowance & Order for Payment - And y^e 2^d Acct is allowed and the County Treasurer is ordered to pay y^e same out of the 2^d County Treasury in full Discharge thereof - Order is Mar^y 3^d

Order on Isaac Colton's Acct -

Pursuant to a Warrant under the Hands of the Select-Men of the Town of Springfield in y^e County bearing Date y^e 30th of April last John Whitmore was on y^e 3^d of June following warned by Moses Church Constable of y^e Springfield to Depart and leave y^e Town - forthwith - also pursuant to y^e same Warrant on the 24th of the same June Allie Wife of Noah Pomroy and Elizabeth Daughter of the said Noah and Allie and on the 2^d of July next following y^e June James Tute and Keziah Tute his Wife and Moses Tute were warned by Jonathan White Const^{ble} of Springfield to depart and leave y^e Town forthwith - as y^e Warrant and Return in file appears.

Tute & others warned to leave Springfield

Pursuant to a Warrant under the hands of the Select Men of the District of Montague in this County bearing Date the 2^d of May last Michael Tuller with his Wife and Children viz - Abraham Tuller Michel Tuller Jr. Lois Tuller Isaac Tuller & other and Deliverance Tuller on the 15th of y^e same May were warned forthwith to depart and leave said Montague by Asahel Gunn Constable of Montague - as y^e Warrant and Return on file -

Tuller & Family warned to leave Montague

Alexander Clark of Colrain & Elis^a Donaghy of Blandford on y^e 11th of April 1754 were joined in Marriage by the rev^d Mr James Morton as appears y^e Cert under the hand of the Town Clerk of Blandford -

Marriage of Clark & Donaghy

On the 27th of June 1754 John Beard and Agnes Brown both of Blandford were joined in Marriage by the Rev^d James Morton -

Beard & Brown

On the 6th of February 1755 David Boyse and Rachel Crooks both of Blandford were joined in Marriage by the Rev^d James Morton -

Boyse & Crooks

On y^e 22^d of May 1755 David Hemming of Palmer & Sarah Longhead of Blandford were joined in Marriage by the Rev^d Mr James Morton -

Hemming & Longhead

In August 1756 Matthew Binherd and Mary Messenger both of N^o 4. were joined in Marriage by the Rev^d Mr James Morton -

Binherd & Messenger

On the 17th of Mar: 1757 Samuel Longhead and the Widow Mary Caldwell both of Blandford were joined in Marriage by y^e Rev^d Ja^s Morton

Longhead & Caldwell

On y^e 16th of February 1750. John Davis of N^o 4. and Jane Brown of Blandford were joined in Marriage by the Rev^d James Morton

Davis & Brown

On y^e 20th of July 1757 John Barnaken & Rebecca Giblee both of Blandford were joined in Marriage by y^e Rev^d James Morton as appears y^e Certificate including y^e above eight Couple Under the hand of y^e Town Clerk of y^e Town of Blandford dated Feb^y 25. 1750 -

Barnaken & Giblee

Licence is granted Samuct Cooper to keep a ferry across Connecticut River at upper Chiquapee at y^e Landing there - The fare to be three Pence one third of a penny for Man and horse and one Penny one third of a penny for a single Person - But y^e People of y^e fifth Parish in Springfield on the West Side of y^e River are on Lord's Day not to be charged with any fare for carrying y^e Ferry - y^e Cooper is recognized in £10 for y^e faithful performing his duty.

Licence for ferry at upper Chiquapee

Licence is granted to Moses Leonard to keep a ferry across the River called Agawam in Springfield at y^e usual ferry place ^{to be} as usual heretofore - Who recognized in the Sum of £10 lawful Money for the faithful Performance of his Trust as by his *Recognizance* on file appears —

Licence is granted to Timothy Dwight Jun^r Esq^r is licensed by this Court to sell Tea Coffee and China Ware - Who recognized with Sureties as the Law directs for his duty paying the Exp^{ts} on the same as set by Law - as by his *Recognizance* on file appears —

Sam^l Blagget is licensed by this Court to sell Tea Coffee & China Ware Who recognized with Sureties as the Law directs for his duty paying the Duty of Exp^{ts} on y^e same as by Law set as by his *Recognizance* on file appears —

Japhet Chapin is licensed by this Court to sell Tea Coffee & China Ware - Who recognized with Sureties as the Law directs for duty paying his Exp^{ts} as set by Law thereon - as by his said *Recognizance* on file appears —

Jon^s Blip is licensed by this Court to sell Tea Coffee and China Ware - Moses Blip as Principal recognized with Sureties according to Law for y^e said Jon^s Blip's paying the Duty of Exp^{ts} as by Law set on y^e same - as by his *Recognizance* on file appears.

Elisha Parks is licensed by this Court to sell Tea Coffee and China Ware Who recognized with Sureties as y^e Law directs for duty pay^{ing} & Duties of Exp^{ts} as by Law set on the same as by his *Recognizance* on file appears —

Innholders and Retailers.

Licence is granted to Moses Smith of Hadley to be an Inn-holder - Retailer and Common Victualler for the Year next ensuing in the House where he now dwells - Who recognized according to Law for his keeping good rule and order in his house and for his due Observance of the Law made for the Regulation of Licensed Houses - & also recognized in the Sum of £50. with sufficient Sureties to keep and render y^e A^{cts} and pay the Duties the Law requires - as by his *Recognizance* on file appears.

Licence is granted to David Thield of Deerfield to be a Retailer of Spirituous Liquors out of Doors in the House where he now dwells for y^e Year next ensuing - Who recognized according to Law to observe the Directions of the Law relating to Persons licensed to retail out of Door only - and also recognized in £50. with sufficient Sureties to keep and render the accounts and pay the Duties by Law required - as by said *Recognizance* on file appears —

Licence is granted to Ebenezer Thield of Northfield to be an Inn-holder Retailer and Common Victualler in the House where he now dwells for the Year next ensuing - Who recognized according to Law for keeping good rule and Order in his house and for the due Observance of the Laws made for the Regulation of such houses - & also recognized in the Sum of £50. with sufficient Sureties to keep and render y^e A^{cts} and pay the Duties by Law required - as by his *Recognizance* on file appears.

Licence is granted to Elisha Allis of Hatfield to be a Retailer of Spirituous Liquors out of Doors in the House where he now dwells for the Year next ensuing - Who recognized according to Law to observe the Directions of the Law relating to Persons licensed to retail out

of Door only - And also recognized with Sufficient Sureties in the Sum of £50 - to keep and render the Accounts and pay the Duties by Law required - as by his said Recognizances on file appears -

Licence is granted to Tho: French Junr of Deerfield to be an Inn-holder Retailer and Common Victualler in the house where he now dwelleth for the Year next ensuing - Who recognized according to Law for keeping good Rule and Order in his house and for the due Observance of the Laws made for Regulation of such Houses - & also recognized with Sufficient Sureties in the Sum of £50 to keep and render y^e Accounts and pay the Duties by Law required - as by his said Recognizances on file appears -

Aaron Denio of Greenfield is licenced to be an Inn-holder Retailer and Common Victualler in the house where he now dwells for the Year next ensuing Who recognized according to Law for his keeping good Rule and Order in his House & for the due Observance of the Laws made for Regulation of such Houses and also recognized with Sufficient Sureties in y^e Sum of £50 for his keeping & rendering y^e Accts and paying y^e Duties by Law required - as by his said Recognizances on file -

Joseph Miller of Springfield is licenced to be a Retailer of spirituous Liquors out of Doors in the house where he now dwells for y^e Year next ensuing Who recognized according to Law for keeping good Rule and Order and duly to observe the Directions of the Law relating to Persons licenced to retail out of Door only - & also recognized with Sufficient Sureties in the Sum of £50 to keep and render the Accounts and pay the Duties as by Law required - as by his said Recognizances on file -

Oliver Partridge Esq of Hatfield is licenced to be a Retailer of spirituous Liquors out of his now dwelling house to be spent out of Doors for y^e Year next ensuing - Moses Marsh of Hadley Gent. came in to Court and as Principal recognized according to Law for said Oliver's observing the Directions of y^e Law relating to Persons licenced to retail out of Door only & also as Principal for Oliver recognized with Sufficient Sureties in y^e Sum of £50. for his said Oliver's keeping & rendering y^e Accts & paying the Duties by Law required - as by his said Recognizances on file -

Percy Marsh of Hatfield Physician is licenced to be a Retailer of spirituous Liquors out of his now dwelling House to be spent out of Doors for the Year next ensuing - Moses Marsh of Hadley Gent as Principal for him recognized according to Law for his observing y^e Directions of the Law relating to Persons licenced to retail out of Door only & also recognized with Sufficient Sureties ^{in pro} for Percy's keeping and rendering the Accounts and paying the Duties by Law required as by said Recognizances on file appears -

Mrs Sarah Porter of Hadley is licenced to be a Retailer of spirituous Liquors out of her now dwelling house to be spent out of Doors for the Year next ensuing - Moses Marsh of Hadley Gent as Principal for her recognized according to Law for her observing the Directions of the Law relating to Persons licenced to retail out of Door only - & also recognized with Sufficient Sureties in the Sum of £50 for her keeping and rendering the Accounts & paying y^e Duties by Law required - as by said Recognizances on file appears -

Moses Marsh of Hadley Gent. is licenced to be an Inn-holder Retailer and Common Victualler in y^e house where he now dwells for y^e Year next ensuing Who recognized according to Law to keep good Rule and Order in his house and duly to observe the Laws made for the Regulation of such Houses And also recognized with Sufficient Sureties in the Sum of £50 to keep and render the Accounts and pay the Duties the Law requires - as by said Recognizances on file appears -

Phineas } Phineas Brath of Granville is licenced to be an Innholder Retailer
Brath } and Common Victualler in the House where he now dwells for y^e
Year next ensuing - Who recognized according to Law to keep -
Good Rule and Order in his House and duly to observe the Laws
made for Regulation of such Houses - and also recognized with
Sufficient Sureties in the Sum of £50. to keep and render y^e Acounts & pay
y^e Duties by Law required - as y^e R^ecogⁿ on file appears -

Jeremiah } Jeremiah Powers of Greenwich is licenced to be an Innholder
Powers } Retailer and Common Victualler in the house where he now dwells
for the Year ensuing - Who recognized with Sureties according to Law
to keep good Rule and Order in his House and duly to observe y^e Laws --
made for Regulation of such Houses - And also recognized with Sufficient
Sureties in the Sum of £50. to keep and render the Acounts & to
pay y^e Duties by Law required - as y^e R^ecogⁿ on file appears -

Elijah } Elijah Williams Esq^r of Deerfield is licenced to be an Innholder Retail
Williams } or and Common Victualler in the house where he now dwells for the
Year next ensuing - Aaron Denio of Greenfield Yeoman recognized as
Principal for the Elijah, according to Law, for his keeping good Rule and
Order in his House & for his duly observing the Laws made for Regulation
of such Houses & also as Principal for y^e Elijah recognized with Sufficient
Sureties in the Sum of £50 for his keeping and rendering the Acounts &
paying the Duties y^e Law requires - as y^e R^ecogⁿ on file appears -

Nathan } Nathan Trary of Deerfield is licenced to be an Innholder Retailer &
Trary } Common Victualler in the house where he now dwells for the Year --
ensuing - Aaron Denio of Greenfield Yeoman as Principal for him -
recognized according to Law for his keeping good Rule and Order in his
House & for his duly observing the Laws made for Regulation of such
Houses - and also as Principal for y^e Nathan recognized with Sufficient
Sureties in the Sum of £50 for his keeping and rendering the Acounts
& paying the Duties by Law required - as y^e R^ecogⁿ on file appears -

Samuel } Samuel Wells of Deerfield is licenced to be an Innholder Retailer
Wells } and Common Victualler in the House where he now dwells for y^e
Year next ensuing - Aaron Denio as Principal for y^e Samuel recog
nized according to Law for his keeping good Rule & Order in his
house and for his duly observing the Laws made for Regulation of such
Houses And also as Principal for him y^e Samuel recognized with
Sufficient Sureties in £50. for his keeping & rendering the Acounts &
paying the Duties by Law required, as y^e R^ecogⁿ on file -

Zechariah } Zechariah Billing of Hatfield is licenced to be an Innholder Re-
Billing } tailer and Common Victualler in the house where he now dwells for
the Year next ensuing - Cornelius Jones of Springfield Gent for the y^e
Billing as Principal recognized according to Law for his keeping -
good Rule and Order in his House & for his duly observing the Laws made
for Regulation of such Houses And also as Principal for him y^e Billing
recognized with Sufficient Sureties in £50. for his keeping & rendering y^e
Acounts & paying y^e Duties by Law required, as y^e R^ecogⁿ on file -

Elijah } Elijah Dickinson of Hatfield is licenced to be a Retailer of Spirituous
Dickinson } Liquors out of his now dwelling house to be spent out of Doors for y^e
Year next ensuing - M^r Cornelius Jones of Springfield as Principal for
the y^e Elijah recognized according to Law for his observing the Direc
tions of the Law relating to Persons licenced to sell out of Door only.
And also as Principal for y^e Elijah recognized with Sufficient
Sureties in y^e Sum of £50. for his keeping and rendering the Acounts &
paying the Duties by Law required - as y^e R^ecogⁿ on file appears -

Moses Graves of Hatfield is licenced to be a Retailer of Spiritalious Liquors out of his now dwelling house to be spent out of Doon for the Year next ensuing. Who recognized according to Law for keeping good Rule and Order in his duty observing & Directions of the Law relating to Persons licenced to sell out of Doon only. & also recognized in the sum of £50 with sufficient Sureties for keeping & rendering the Aunts & paying the Duties by Law required - as & P Recognizances on file appears. { Moses Graves

John Chadwick of N^o1. is licenced to be an Innholder Retailer and Common Victualler in the House where he now dwells for y^e Year next ensuing. Who recognized according to Law to keep good Rule & Order in his House and to duly observe the Laws made for Regulation of such Houses. & also recognized with sufficient Sureties in y^e sum of £50 for keeping and rendering the Aunts and paying y^e Duties the Law requires as & P Recognizances on file appears. { John Chadwick

James Cooke of New Salem is licenced to be an Innholder Retailer and Common Victualler in the House where he now dwells for the Year next ensuing. Who recognized according to Law to keep good Rule and Order in his House and duly to observe the Laws made for Regulation of such Houses. & also recognized with sufficient Sureties in the sum of £50 for his keeping & rendering the Aunts & paying the Duties the Law requires - as & P Recognizances on file appears. { James Cooke

William Lyman of Northampton is licenced to be an Innholder Retailer and Common Victualler in the House where he now dwelleth for y^e Year next ensuing. Who recognized according to Law for his keeping good Rule and Order in his House & duly observing the Laws made for Regulation of such Houses. & also recognized with sufficient Sureties in the sum of £50. for his keeping & rendering y^e Aunts & paying the Duties the Law requires - as & P Recognizances on file appears. { William Lyman

Joseph Scott of Ware River is licenced by the Court to be an Innholder Retailer & Common Victualler in the house where he now dwells for y^e Year next ensuing. Who recognized according to Law to keep good Rule & Order in his House & duly to observe y^e Laws made for Regulation of such Houses. & also recognized with sufficient Sureties to keep and render the Aunts & pay the Duties by Law required in y^e sum of £50 - as by P Recognizances on file appears. { Joseph Scott

Jonathan Clap of Northampton is licenced to be an Innholder Retailer and Common Victualler in the House where he now dwells for y^e Year next ensuing. Who recognized according to Law for the keeping good Rule and Order in his House & for y^e due Observance of y^e Laws made for Regulation of such Houses. & also recognized with sufficient Sureties in the sum of £50. for keeping & rendering y^e Aunts and paying the Duties by Law required - as & P Recognizances on file - { Jonathan Clap

Samuel Moulton of Brimfield is licenced to be an Innholder Retailer and Common Victualler in the House where he now dwells for y^e Year next ensuing. Who recognized according to Law to keep good Rule and Order in his house & duly to observe y^e Laws made for Regulation of such Houses. & also recognized with sufficient Sureties in y^e sum of £50. to keep and render the Aunts & pay the Duties by Law required - as & said Recognizances on file appears. { Sam. Moulton

John Downing of Ware River is licenced to be an Innholder Retailer & Common Victualler in y^e house where he now dwells for y^e Year next ensuing. Who recognized according to Law to keep good Rule & Order in his house & duly to observe y^e Laws made for Regulation of such Houses. & also recognized with sufficient Sureties in y^e sum of £50 for keeping and rendering the Aunts & paying the Duties by Law required as & said Recognizances on file appears. { John Downing

Nathan Collins of Wimpfield is licenced to be an Inn-holder, Retailer & Common Victualler in the house where he now dwells for y^e Year next ensuing - Who recognized according to Law to keep good Rule & Order in his house & duly to observe the Laws made for Regulation of such houses & also recognized with Sufficient Sureties in the Sum of £50 for keeping & rendering y^e Amounts & paying the Duties by Law required - as p^r P. Recognizances on file.

Sam: Bush of Sheffield is licenced to be an Inn-holder - Retailer and Common Victualler in the house where he now dwells for y^e Year ensuing - Who recognized according to Law to keep - good Rule and Order in his house & duly to observe y^e Laws made for Regulation of such Houses And also recognized with Sufficient Sureties in the Sum of £50 for keeping & rendering y^e Amounts & paying y^e Duties as by Law required - as p^r P. Recognizances on file -

Sam: Elly of Springfield is licenced to be an Inn-holder Retailer and Common Victualler in the house he now dwells in - for y^e Year next ensuing - Who recognized according to Law to keep good Rule & Order in his house & duly to observe the Laws made for Regulation of such Houses - & also recognized with Sufficient Sureties in the Sum of £50 to keep and render y^e Amounts & pay the Duties by Law required - as p^r P. Recognizances on file appears -

Joseph Staunton of Westfield is licenced to be an Inn-holder Retailer and Common Victualler in the House where he now dwells for y^e Year next ensuing - Who recognized according to Law to keep good Rule & Order in his House & duly to observe the Laws made for Regulation of such houses - & also recognized with Sufficient Sureties in the Sum of £50 to keep and render y^e Amounts & pay y^e Duties by Law required - as p^r P. Recognizances on file appears -

Zachew Brooker of Roadtown is licenced to be an Inn-holder - Retailer & Common Victualler in the house where he now dwells for y^e Year next ensuing - Who recognized according to Law to keep good rule & Order in his House & duly to observe y^e Laws made for Regulation of such houses & also recognized with Sufficient Sureties in the Sum of £50 to keep & render y^e Amounts & pay y^e Duties by Law required - as p^r P. Recognizances on file appears.

Eldad Taylor Esq^r of Westfield is licenced to be an Innholder - Retailer & Common Victualler in the house where he now dwells for y^e Year next ensuing - Who recognized according to Law to keep good rule and Order in his House & duly to observe y^e Laws made for the Regulation of such Houses & also recognized with Sufficient Sureties in the Sum of £50 to keep and render y^e Amounts and pay y^e Duties by Law required - as p^r P. Recognizances on file appears.

Benja: Day of Springfield is licenced to be an Inn-holder Retailer and Common Victualler in y^e House where he now dwells - for y^e Year next ensuing - Eldad Taylor Esq^r came into Court and as Principal for P. Day recognized according to Law for P. Day's keeping good Rule and Order in his House & duly observing y^e Laws made for Regulation of such Houses - & also as Principal recognized for P. Day with Sufficient Sureties in the Sum of £50 for his keeping and rendering the Amounts and paying y^e Duties as by Law is required - as p^r P. Recognizances on file appears.

Hewet Root of Wlandford is licenced to be an Innholder Retailer & Common Victualler in y^e House Where he now dwells for y^e Year next ensuing - Recognized according to Law to keep good Rule and Order in his House and duly to observe y^e Laws made for Regulation of such Houses - And -

And also recognized with Sufficient Sureties in the Sum of £50. to keep and render of Accounts and pay the Duties as by Law required - as *¶* *P* Recognizances on file appears

John Knop of Blandford is licenced to be an Innholder Retailer and Common Victualler in the House where he now dwells for the Year next ensuing. Who recognized according to Law to keep good Rule & Order in his House and duly to observe the Laws made for Regulation of such Houses - and also recognized with Sufficient Sureties in the Sum of £50. to keep and render the Accounts and pay the Duties by Law required - as *¶* *P* Recognizances on file appears —

Daniel Brown of . . . is licenced to be an Innholder Retailer and Common Victualler in the House where he now dwells for *y* Year next ensuing. Who recognized according to Law to keep good Rule and Order in his House and duly to observe the Laws made for Regulation of such Houses - & also recognized in the Sum of £50. with Sufficient Sureties to keep and render the Accounts & pay the Duties by Law required as *¶* *P* Recognizances on file appears —

Samuel Lee of Sheffield is licenced to be an Innholder Retailer and Common Victualler in his now dwelling House for *y* Year next ensuing. Who recognized according to Law to keep good Rule & Order in his House and duly to observe the Laws made for Regulation of such Houses - and also recognized with Sufficient Sureties in the Sum of £50 to keep and render the Accounts and pay the Duties by Law required - as *¶* said Recognizances on file appears —

Jonathan Graves of Goldspring is licenced to be an Innholder Retailer & Common Victualler in the House where he now dwells for the Year next ensuing. Who recognized according to Law to keep good Rule and Order in his House & duly to observe the Laws made for *y* Regulation of such Houses - And also recognized with Sufficient Sureties in the Sum of £50. to keep and render the Accounts & pay the Duties by Law required as *¶* *P* Recognizances on file appears.

William Shaw of Palmer is licenced to be an Innholder Retailer and Common Victualler in the house where he now dwells for the Year next ensuing. Who recognized according to Law to keep good Rule and Order in his House & duly to observe Laws made for the Regulation of such Houses & also recognized with Sufficient Sureties in the Sum of £50 to keep and render the Accounts & pay the Duties by Law required - as *¶* *P* Recognizances on file appears. —

John Clary of Sunderland is licenced to be a Retailer of Spirituous Liquors out of his now dwelling House to be spent out of Doors for the Year next ensuing. Who recognized according to Law to observe of Directions of the Law relating to Persons licenced to sell out of Doors only, and also recognized with Sufficient Sureties in the Sum of £50. to keep & render the Accounts and pay the Duties by Law required as *¶* *P* Recognizances on file.

William Scott Jun^r of Palmer is licenced to be an Innholder Retailer and Common Victualler in the House where he now dwells for *y* Year next ensuing. Who recognized according to Law to keep good Rule and Order in his House and duly to observe of Laws made for Regulation of such Houses - And also recognized with Sufficient Sureties in the Sum of £50 to keep and render the Accounts and pay the Duties the Law requires - as *¶* *P* Recognizances on file appears. —

Thomas King of Palmer is licenced to be a Retailer of Spirituous Liquors in his now dwelling house to be spent out of Doors for *y* Year next ensuing. Who recognized with Sureties according to Law to observe of Directions of the Law relating to Persons licenced to retail out of Door only - & also recognized with Sufficient Sureties in the Sum of £50 to keep and render the Accounts and pay the Duties by Law required, as *¶* *P* Recognizances on file appears. —

41.

Samuel Shaw of Bumpstead is licenced to be an Innholder Retailer & Common Victualler in his now dwelling house for the Year next ensuing. Who recognized according to Law to keep good rule and Order in his house and duly to observe the Directions of the Law for Regulation of such Houses. & also recognized with sufficient Sureties in the Sum of £50 to keep & render the Amounts & pay the Duties by Law required as *ss* Recognizances on file appears —

William Eastman of South Hadley is licenced to be an Innholder Retailer and Common Victualler in the house where he dwells for the Year next ensuing. Who recognized with Sureties according to Law to keep good rule and Order in his house and duly to observe the Laws made for Regulation of such Houses. And also recognized with sufficient Sureties in the Sum of £50 to keep and render the Amounts & pay the Duties by Law required. as *ss* Recognizances on file be —

Nathaniel Brewer of Springfield is licenced to be a Retailer of strong Liquors out of his now dwelling house to be spent out of Doors for Year next ensuing. Who recognized according to Law to observe the Directions of the Law relating to Persons licenced to sell out of Door only. and also recognized with sufficient Sureties in the Sum of £50 to keep & render the Accounts & pay the Duties by Law required. as *ss* Recognizances on file be —

Abraham Adams of Springfield is licenced to be an Innholder Retailer & Common Victualler in the House he now dwells in for Year next ensuing. Who recognized according to Law to keep good rule and order in his house & duly to observe the Laws made for Regulation of such houses. And also recognized with sufficient Sureties in the Sum of £50 to keep and render the Amounts & pay the Duties the Law requires as *ss* said Recognizances on file be —

Benjamin Ely of Springfield is licenced to be an Innholder Retailer and Common Victualler in the house he now dwells in for the Year next ensuing. Who recognized according to Law to keep good rule and Order in his house & duly to observe the Laws made for Regulation of such Houses. & also recognized with sufficient Sureties in the Sum of £50 to keep and render the Amounts and pay the Duties the Law requires. as *ss* Recognizances on file appears —

Abel Chapin of Springfield is licenced to be an Innholder Retailer & Common Victualler in the House where he now dwells for the Year next ensuing. Who recognized with Sureties according to Law to keep good rule and order in his house & duly to observe the Laws made for Regulation of such Houses & also recognized with sufficient Sureties in the Sum of £50 to keep and render the Amounts and pay the Duties by Law required. as *ss* said Recognizances on file appears —

Tilly Rice of Springfield is licenced to be an Innholder Retailer and Common Victualler in the House where he now dwells for the Year next ensuing. Who recognized according to Law to keep good rule and Order in his house & duly to observe the Laws made for Regulation of such houses. And also recognized with sufficient Sureties in the Sum of £50 to keep and render the Amounts and pay the Duties as by Law required. as *ss* Recognizances on file appears —

Joseph Root of Montague is licenced to be an Innholder Retailer & Common Victualler in the House where he now dwells for the Year next ensuing. Who recognized with Sureties according to Law to keep good rule and Order in his house & duly to observe the Laws made for Regulation of such Houses. & also recognized with sufficient Sureties in the Sum of £50 to keep and render the Amounts and pay the Duties the Law requires as *ss* Recognizances on file appears —

Israel Hubbard of Sunderland is licenced to be an Inn holder Retailer & Common Victualler in the House where he now dwells for the Year next ensuing. Who recognized according to Law to keep good Rule and Order in his House & duly to observe the Laws made for Regulation of such Houses. And also recognized with Sufficient Sureties in the Sum of £50 to keep and render the Amounts and pay the Duties by Law required as by said Recognizances on file appears. —

Aaron Parsons of Springfield is licenced to be an Inn holder Retailer and Common Victualler in the House where he now dwells for the Year next ensuing. Who recognized according to Law to keep good Rule and Order in his House and duly to observe the Directions of the Laws made for Regulation of such Houses and also recognized with Sufficient Sureties in the Sum of £50 to keep and render the Amounts and pay the Duties by Law required. as by said Recognizances on file appears. —

Tellows Billing of Sunderland is licenced to be an Inn holder Retailer and Common Victualler in the House he now dwells in for the year next ensuing. Who recognized according to Law to keep good Rule & Order in his house and duly to observe the Laws made for Regulation of such Houses. and also recognized with Sufficient Sureties in the Sum of £50 to keep & render y^e Amounts and pay y^e Duties by Law required. as by said Recognizances on file appears. —

Thomas Dick of Pelham is licenced to be an Innholder Retailer & Common Victualler in the house where he now dwells for the Year next ensuing. Who recognized according to Law to keep good Rule and Order in his House & duly to observe the Laws made for Regulation of such Houses. and also recognized with Sufficient Sureties in the Sum of £50 to keep & render y^e Amounts & pay y^e Duties by Law required. as by said Recognizances on file appears. —

Moses Warner of Hadley is licenced to be an Inn holder Retailer & Common Victualler in the House he now dwells in for the Year next ensuing. Who recognized according to Law to keep good Rule & Order in his House & duly to observe the Laws made for Regulation of such Houses. and also recognized with Sufficient Sureties in the Sum of £50. to keep & render the Amounts & pay the Duties by Law required. as by said Recognizances on file appears. —

Josiah Dwight Esq^r of Springfield is licenced to be a Retailer of Strong Liquors out of his now dwelling House to be spent out of Doors for y^e Year next ensuing. Who recognized according to Law Duly to observe the Directions of the Law relating to Persons licenced to sell out of Door only. And also recognized with Sufficient Sureties in the Sum of £50. lawful Money to keep and render the Amount & pay y^e Duties by Law required. as by his Recognizances on file appears. —

Charles Phelps of Hadley Gent is licenced to be a Retailer of Spirituous Liquors in the House he now dwells in to be spent out of Door for y^e Year next ensuing. Who recognized according to Law to observe the Directions of the Law relating to Persons licenced to sell out of Door only. & also recognized with Sufficient Sureties in y^e Sum of £50. to keep & render y^e Amounts and pay the Duties y^e Law requires as by said Recognizances on file appears. —

John Burghardt of Sheffield is licenced to be an Inn holder Retailer and Common Victualler in the House where he now dwells for the Year next ensuing. Mr Jones of Springfield as Principal for the s^d John recognized according to Law for his keeping good Rule & Order in his house & duly observing the Laws made for Regulation of such Houses. And also as Principal for said John recognized with Sufficient Sureties in the Sum of £50 for his s^d John's keeping and rendering the Amounts and paying the Duties by Law required as by his said Jones's Recognizances on file appears. —

42.
Moses } Moses Hurt of Springfield is licenced to be an Innholder Retailer and
Wurt } Common Victualler in the House where he now dwells for the Year next
enfuig. Who recognized according to Law to keep good rule & Order in
his house & duly to observe y^e Law made for Regulation of such Houses and
also recognized with sufficient Sureties in the Sum of £50 to keep & render
y^e Accounts & pay y^e Duties y^e Law requires as p^r p^r Recogniz^{on} on file appears.

Elijah } Elijah Alvord of South Hadley is licenced to be an Innholder Retailer &
Alvord } Common Victualler in the House where he now dwells for y^e Year next -
enfuig. Who recognized according to Law to keep good rule & Order in his
House & duly to observe the Law made for Regulation of such Houses & also
recognized with sufficient Sureties in y^e Sum of £50 to keep & render y^e
Accounts & pay y^e Duties by Law required - as p^r p^r Recogniz^{on} on file be -

Benjⁿ } Benjamin Loomis of Westfield is licenced to be an Innholder Retailer &
Loomis } Common Victualler in the house where he now dwells for the Year next -
enfuig. Who recognized according to Law to keep good rule & order in his
House & duly to observe y^e Law made for Regulation of such Houses & also
recognized with sufficient Sureties in the Sum of £50 to keep & render the
Accounts & pay y^e Duties by Law required as p^r p^r Recogniz^{on} on file appears -

Nat^l } Nathaniel Dwight of Coldspring is licenced to be an Innholder Re-
Dwight } tailer and Common Victualler in the house where he now dwells
for the Year next enfuing. Who recognized according to Law to keep
good rule and Order in his house & duly to Observe the Law -
made for Regulation of such houses & also recognized with Saffi-
cient Sureties in the Sum of £50 to keep and render the Accounts
and pay the Duties by Law required - as p^r p^r Recogniz^{on} on file appears.

Moses } Moses Noble of Westfield is licenced to be an Innholder Retailer & Common
Noble } Victualler in y^e house where he now dwells for y^e Year next enfuing, Who
recognized according to Law to keep good rule & order in his House and
duly to observe the Law made for Regulation of such Houses & also -
recognized with sufficient Sureties in the Sum of £50 to keep & render y^e
Accounts & pay y^e Duties by Law required - as p^r p^r Recogniz^{on} on file be -

Isaac } Isaac Colton of Springfield is licenced to be an Innholder Retailer and
Colton } Common Victualler in the house where he now dwells for y^e Year next enfu-
ing. Who recognized according to Law to keep good rule & order in his house
& duly to observe y^e Law made for Regulation of such houses & also recogniz^{ed}
with sufficient Sureties in the Sum of £50 to keep and render y^e Accounts
and pay y^e Duties by Law required - as p^r p^r Recogniz^{on} on file appears -

Heazer } Heazer Nash of South Hadley is licenced to be a Retailer of Spirituous
Nash } Liquors out of his now dwelling house to be spent out of Doors for the
Year next enfuing. Who recognized according to Law to duly observe
the Direction of y^e Law relating to Persons licenced to sell out of Door -
only & also recognized with sufficient Sureties in y^e Sum of £50 to keep &
render y^e Quits & pay y^e Duties by Law required as p^r p^r Recogniz^{on} on file be.

John } John Barber of Westfield is licenced to be an Innholder Retailer & Common
Barber } Victualler in y^e House he now lives in for y^e Year enfuing. Who recognized
according Law to keep good rule and Order in his House & duly to observe
the Law made for Regulation of such houses & also recognized with
sufficient Sureties in y^e Sum of £50 to keep & render y^e Accounts &
pay y^e Duties by Law required. as p^r p^r Recogniz^{on} on file be -

John } John Kellogg of Hadley is licenced to be an Innholder Retailer & Common
Kellogg } Victualler in y^e House where he now lives for y^e Year next enfuing. Who -
recognized with Sureties as y^e Law directs to keep good rule & Order
in his House & duly to observe y^e Law made for Regulation of such
Houses & also recognized with sufficient Sureties in £50 to keep & render y^e
Accounts & pay y^e Duties by Law required. as p^r p^r Recogniz^{on} on file appears.

Erza Clark of Northampton is licenced to be an Innholder Retailer & Common Victualler in the House in which he now dwells for the Year next ensuing Who recognized according to Law to keep good Rule & Order in his house & duly to observe the Laws made for Regulation of such Houses & also recognized with sufficient Sureties in the Sum of £50 to keep and render the Accounts & pay the Duties as by Law required as *P^r Recogⁿ on file appears* —

Erza
Clark

Ueazer Chapin of Springfield is licenced to be a Retailer of Spirituous Liquors out of his now dwelling house to be spent out of Doors for y^e Year ensuing Who recognized according to Law duly to observe y^e Laws relating to Persons licenced to sell out of Door only & also recognized with sufficient Sureties in the Sum of £50 to keep and render y^e Accounts and pay y^e Duties by Law required as *P^r Recogⁿ on file appears* —

Ueazer
Chapin

Beneger Cumroy of Hadley is licenced to be an Innholder Retailer & Common Victualler in y^e house he now lives in for y^e Year next ensuing Who recognized according to Law to keep good Rule and Order in his House & duly to observe y^e Laws made for Regulation of such Houses & also recognized with sufficient Sureties in the Sum of £50 to keep & render y^e Accts & pay y^e Duties by Law required as *P^r Recogⁿ on file*

Beneger
Cumroy

Jonathan Church of Springfield is licenced to be an Innholder Retailer and Common Victualler in the House where he now dwells for the Year ensuing Who recognized according to Law to keep good Rule and Order in his house & duly to observe y^e Laws made for Regulation of such Houses & also recognized with sufficient Sureties in the Sum of £50 to keep and render the Accounts & pay the Duties by Law required as *P^r Recogⁿ on file*

Jonathan
Church

Duncan Quantan of Palmer is licenced to be an Innholder Retailer & Common Victualler in the House where he now dwells for the Year next ensuing Who recognized according to Law to keep good Rule & Order in his House & duly to observe the Laws made for Regulation of such Houses and also recognized with sufficient Sureties in the Sum of £50 to keep & render the Accounts & pay y^e Duties by Law required as by *P^r Recogⁿ on file appears* —

Duncan
Quantan

Simon Colton of Springfield is licenced to be an Innholder Retailer & Common Victualler in the house where he now dwells for y^e Year next ensuing Who recognized according to Law to keep good Rule & Order in his House & duly to observe y^e Laws made for Regulation of such Houses & also recognized with sufficient Sureties in the Sum of £50 to keep & render the Accounts & pay the Duties by Law required as *P^r Recogⁿ on file appears* —

Simon
Colton

Isaac Davis living on Sheffield Road in this County is licenced to be an Innholder Retailer & Common Victualler in the House where he now dwells for the Year next ensuing Timothy Woodbridge Esq. of Stockbridge as Principal for *P^r Davis* recognized with Sureties according to Law for his keeping good rule & order in his house & duly observing the Laws made for Regulation of such Houses and also as Principal recognized with sufficient Sureties for *P^r Davis* in the Sum of £50 for his keeping & rendering the Accounts and paying y^e Duties by Law required as *P^r said Recogⁿ on file appears* —

Isaac
Davis

Elijah Williams of Stockbridge Gent. is licenced to be a Retailer of strong Liquors out of his now dwelling house to be spent out of Doors for y^e Year next ensuing Tim^o Woodbridge Esq. as Principal for him recognized according to Law for his duly observing the Directions of the Law relating to Persons licenced to sell out of Door only And also recognized as Principal for *P^r Elijah* with sufficient Sureties in the Sum of £50 for his keeping and rendering the Accounts and paying the Duties as by Law required as *P^r Recogⁿ on file appears* —

Elijah
Williams

Joel Prindall living in the Green-Woods on Sheffield Road is licenced to be an Inn-holder Retailer and Common Victualler in his house there for the year next ensuing Who recognized according to Law to keep good rule and order in his house & duly to observe of Laws made for Regulation of such Houses & also recognized with sufficient Sureties in the Sum of £50 to keep and render the Amounts and pay the Duties by Law required as \S said Recognizances on file appears

Azariah Dewey living in the Green-Woods on Sheffield Road is licenced to be an Innholder Retailer and Common Victualler in his house there for the year next ensuing. Who recognized according to Law to keep good rule & order in his house & duly to observe the Directions of \S Law made for Regulation of such Houses & also recognized with sufficient Sureties in the Sum of £50 to keep & render of Amounts & pay the Duties by Law required as \S said Recognizances on file appears

John Ingersoll of Westfield is licenced to be an Innholder Retailer and Common Victualler in \S house he now dwells in for the year next ensuing Who recognized according to Law to keep good rule and order in his house and duly to observe the Laws made for Regulation of such Houses & also recognized with sufficient Sureties in the Sum of £50 to keep & render of Amounts & pay of Duties by Law required as \S said Recognizances on file be.

Martin Dewey of Westfield is licenced to be a Retailer of strong Liquors out of his now dwelling to be spent out of Doors for the year next ensuing. Who recognized according to Law to keep good rule & order in his house & duly to observe of Directions of \S Law relating to Persons licenced to sell out of Door only & also recognized with sufficient Sureties in £50 to keep & render of Amounts and pay of Duties by Law required as \S said Recognizances on file appears.

Jacob White of Springfield is licenced to be an Innholder Retailer & Common Victualler in the house where he now dwells for the year next ensuing. Who recognized according to Law to keep good rule and order in his house & duly to observe of Laws made for Regulation of such Houses & also recognized with sufficient Sureties in the Sum of £50 to keep and render of Amounts and pay the Duties by Law required as \S said Recognizances on file appears

Nathaniel Ely of Springfield is licenced to be a Retailer of strong Liquors out of his now dwelling house to be spent out of Doors for the year next ensuing Who recognized according to Law duly to observe the Directions of the Law relating to Persons licenced to sell out of Door only and also recognized with sufficient Sureties in the Sum of £50 to keep and render the Amounts and pay the Duties by Law required as \S said Recognizances on file appears

Elisha Noble of Sheffield is licenced to be an Innholder Retailer & Common Victualler in the house he now lives in for the year next ensuing Who recognized according to Law to keep good rule and order in his house and duly to observe the Laws made for Regulation of such Houses and also recognized with sufficient Sureties in the Sum of £50 to keep & render the Amounts & pay of Duties by Law required as \S said Recognizances on file be

John Banerast of Westfield is licenced to be a Retailer of spirituous Liquors in the house where he now dwells to be spent out of Doors for the year ensuing. Martin Dewey of Westfield Gent. recognized as Principal for \S John with Sureties according to Law for his duty observing the Directions of the Law relating to Persons licenced to sell out of Door only and also as Principal for \S John recognized with sufficient Sureties in the Sum of £50 for his \S John's keeping and rendering the Amounts and paying the Duties by Law required as \S said Recognizances on file appears

Ezra Clap of Westfield is licenced to be an Innholder Retailer & Common Victualler in the house where he now dwells for y^e Year next ensuing. Mr. Martin Dewey of Westfield recognized as Principal for Ezra according to Law for his keeping good rule and order in his house & duly observing the Laws made for regulation of such houses & also as Principal for Ezra recognized with sufficient Sureties in the Sum of £50 for his keeping and rendering y^e Aunts & paying the Duties as by Law required as y^e Recognizances on file fully appears. { Ezra Clap -

Daniel Graves of Brimfield is licenced to be an Innholder Retailer and Common Victualler in the house where he now dwells for y^e Year next ensuing. Who recognized according to Law to keep good rule & order in his house & duly to observe the Directions of the Laws made for Regulation of such houses and also recognized with sufficient Sureties in the Sum of £50 to keep and render the Accounts and pay the Duties by Law required as y^e Recognizances on file appears. { Daniel Graves

Samuel Day of Springfield is licenced to be an Innholder Retailer & Common Victualler in the house he now lives in for y^e Year next ensuing. Who recognized according to Law to keep good rule & order in his house & duly to observe y^e Laws made for Regulation of such houses and also recognized with sufficient Sureties to keep & render y^e Aunts and pay the Duties by Law required. as y^e Recognizances on file appears. { Sam. Day.

Joseph Dwight Esq. of Sheffield is licenced to be a Retailer of Spirituous Liquors out of his now dwelling house to be spent out of Doors for the Year next ensuing. Who recognized according to Law duly to observe the Directions of the Law relating to Persons licenced to sell out of Door only. & also recognized with sufficient Sureties in the Sum of £50 to keep and render the Accounts and pay and pay the Duties by Law required. as y^e Recognizances on file appears. { Joseph Dwight Esq.

Martin Phelps of Northampton is licenced to be a Retailer of Spirituous Liquors in the house he now dwells in to be spent out of Doors for the Year next ensuing. Who recognized according to Law duly to observe the Directions of the Law relating to Persons licenced to sell out of Door only. And also recognized with sufficient Sureties in the Sum of £50 to keep & render y^e Aunts & pay y^e Duties y^e Law requires. as y^e Recognizances on file be. { Martin Phelps.

Luke Blashfield Jun. of Brimfield is licenced to be a Retailer of Strong Liquors out of his now dwelling house to be spent out of Doors for y^e Year next ensuing. Who recognized according to Law duly to observe y^e Directions of the Law relating to Persons licenced to sell out of Doors only. Who also recognized with sufficient Sureties in y^e Sum of £50 to keep & render y^e Aunts & pay y^e Duties by Law required. as y^e Recognizances on file be. { Luke Blashfield Jun.

Noah Hitchcock of Brimfield is licenced to be an Innholder Retailer & Common Victualler in the house he now dwells in for the Year next ensuing. Who recognized with Sureties according to Law to keep good rule & order in his House & duly to observe y^e Laws made for Regulation of such Houses & also recognized with sufficient Sureties in y^e Sum of £50 to keep & render the Accounts & pay y^e Duties by Law required. as y^e Recognizances on file appears. { Noah Hitchcock

Alexander Smith of Hadley is licenced to be an Innholder Retailer & Common Victualler in the house he now dwells in for y^e Year next ensuing. Who recognized with Sureties according to Law to keep good rule & order in his House and duly to observe the Laws made for Regulation of such Houses and also recognized with sufficient Sureties in the Sum of £50 lawful Money to keep and render the Accounts and pay the Duties by Law required as y^e his said Recognizances on file more fully appears. { Alexander Smith

Josiah Pierce of Hadley Gent is licenced to be a Retailer of Spirituous-
Liquors out of his now dwelling house to be spent out of Doors for y^e Year
next ensuing Who not being present Mr Charles Phelps as Principal
recognized for him & Josiah according to Law for his duly observing
the Directions of the Law relating to Persons licenced to sell out of
Door only Who also recognized for & Pierce as Principal With --
Sufficient Sureties in the Sum of £50 for his keeping & rendering of
Aunts & paying of Duties by Law required as & P Recognizances on file &c.

Samuel Roberts of Sheffield is licenced to be an Innholder Retailer &
Common Victualler in y^e House where he now dwells for y^e Year next
ensuing. John Ashley Esq^r of Sheffield recognized for & Samuel as
Principal according to Law for his keeping good rule and Order in
his house & his duly observing the Law made for Regulation of such
Houses & also recognized as Principal for & Samuel with sufficient
Sureties in the Sum of £50 for his keeping and rendering of Aunts
and paying the Duties by Law required as & P Recognizances on file &c.

James Septon of Sheffield is licenced to be an Innholder Retailer &
Common Victualler in y^e House he dwelleth in for y^e Year next ensu-
ing. John Ashley Esq^r of Sheffield as Principal for & James recognizing
according to Law for his & James keeping good rule & order in his
house & duly observing the Laws made for Regulation of such
Houses And also as Principal for & James recognized with sufficient
Sureties in the Sum of £50 for his keeping & rendering of Aunts &
paying the Duties by Law required as & P Recognizances on file appear.

John Ashley Esq^r of Sheffield is licenced to be a Retailer of strong
Liquors out of his now dwelling house to be spent out of Doors for the
Year next ensuing Who recognized according to Law to observe duly of
Directions of the Law relating to Persons licenced to sell out of Door
only and also recognized with sufficient Sureties in £50 to keep & render
the Aunts & pay of Duties by Law required as & P Recognizances on file.

Jabez Wadd Esq^r of New Marlborough is licenced to be an Inn-
holder Retailer and Common Victualler in the house where he now
dwells for y^e Year next ensuing Who recognized according to Law
to keep good rule and Order in his house & duly to observe the Laws
made for Regulation of such houses and also recognized with --
Sufficient Sureties in the Sum of £50 to keep and render of Aunts
and pay of Duties by Law required as & P Recognizances on file appear.

Joshua Boardman of - - - is licenced to be an Innholder Retailer
and Common Victualler in the house where he now dwells for the
Year next ensuing. John Ashley Esq^r of Sheffield recognized as
Principal for & Joshua according to Law for his keeping good rule
and Order in his house & duly observing the Laws made for the
Regulation of such houses and also recognized as Principal for
said Joshua with sufficient Sureties in the Sum of £50 for his
keeping & rendering the Aunts & paying the Duties by -
Law required as & P Recognizances on file appear

The foregoing Judgments and Orders
were made and entered up and then the
said Court adjourned without Day.

Att W^m Williams Clerc.

At his Majesty's Inferior Court of Common Pleas begun
and held at Northampton within and for the County of
Hampshire on the Second Tuesday of November being
the fourteenth Day of 2^d Month Anno Domini 1758 -

Justices of y^e Court

Present - viz

Joseph Dwight. }
Israel Williams. } Wg^r
Josiah Dwight. }
Tim^r Dwight Jun^r }

Jury for Trials.

Enos Nash Foreman,
Noah Hale

Nehemiah Stebbins

Joseph Bascom

Eben^r Alwood,

Noah Strong

Isaac Selden

Benoni Dickinson

Timothy Cole

Azariah Mosely

Jon^r Charles -

de tal^r Stephen Sheldon -

John Rutherford Plff^r or Anthony Austin Deft the Referees to whom
this Case was refered not having reported at this Court, ordered that the
Action be further continued to the Next inferior Court of Common
Pleas to be held at Northampton pr^s County on the 2^d Tuesday of -
February next

Cornelius Jones of Springfield in the County of Hampshire Gent. } Jones
Plff^r or Joseph Willyar of South Hadley in the same County Cordwainer }
Deft in a Plea of the Case as p^r the Plff^r Writ on file is at Large set forth. } Willyar
This Action was originally commenced at y^e last Inferior Court &c.
but by Order of Court was continued till this Term. And Now y^e Deft.
tho³ three Times solemnly called to come into Court came not but made
Default. It's therefore Considered by the Court that the Plff^r shall
recover ag^t the Deft the Sum of £3. 8. 9 lawful Money Damages &
One Pound Nineteen Shillings & five Pence Cost of Suit as p^r Willall^r.

W^r is Jan^y 5. 1759 -

Aholiab Wilder of a Place called Road-Town in this County Gent. } Wilder
Plff^r or Elijah Tempel of said Roadtown Wheelwright Deft. in a Plea of }
the Case as p^r the Plff^r Writ on file is fully set forth. This Action was } Tempel
commenced at the last Court of Common Pleas &c. to be heard and
tried but by order of Court was continued to this Court. & now the
Deft. being three Times solemnly called to come into Court came
not but made Default. It's therefore Considered by the Court that
the Plff^r recover ag^t the Deft the Sum of £2. 9. 11 lawful Money -
Damages and Cost of Court taxed at £2. 9. 11

John Nelson then^r of Palmer Plff^r or John Nelson 2^d of s^d Palmer } Nelson 3^d
Deft. the Referees to Whom this Case was refered not having now } a
made Report. It's ordered that this Action be further continued to y^e } Nelson 2^d
Next Inferior Court of Common Pleas to be holden at Northampton
within and for the County of Hampshire on the Second Tuesday of
February next

Old or Colton } Robert Old of Sheffield Plff in Charles Colton Dett the Referees to whom this case was referred not having made Report the Court order -- that it be further Continued to the Next inferior Court of Common Pleas to be holden at Northampton within and for the County of Hampshire on the Second Tuesday of February next --

Idem app. or Undem. } Robert Old Appellant or Charles Colton Applee The Referees not having reported in this case the Court Order that it be further Continued to the Next inferior Court of Common Pleas to be holden at Northampton within and for the County of Hampshire on 2^d Tuesday of February next --

Hastings or Bishop } Samuel Hastings of Charlestown in y^e Province of New Hampshire Yeoman Plff in Gould Bishop of Rehoboth in the County of Bristol Yeoman Dett. the Parties appeared and agreed to a Continuance. Its order this case be Continued till the Next Court of Common Pleas to be held at Northampton for the said County on 2^d Tuesday of Feb^y next

Likes be or Lamb } Honer Lihes of Springfield in the County of Hampshire Yeoman & Jonathan Lombard of y^e same Place Yeoman Plffs in Daniel Lamb of said Springfield Yeoman Dett. in a Plea of the Case for that Whereas at said Springfield on the twentieth of June last past Discourse was had between the Plffs & y^e Dett of and concerning the Plffs carting for y^e Dett Stone for the Cellar the Chimney & Underpinning of the Dett's House which he the Dett. was then building in s^d Springfield & thereupon it was agreed on the Part of the Plffs that they should cart for y^e Dett. from Moses Burt's house in said Springfield to the Place where the Dett. was building his said House hewn stone provided by the Dett. sufficient for one laying under the fore side & one End of his s^d House and for the Inumbs in his Chimney therein except in the Kitchen & two Loads of such Stone for the Top of his the Dett's Chimney if he should desire it And also that the Plffs should dig and cart from the Dett's old Chimney and elsewhere for the Dett. to his said House other Stone sufficient in addition to the hewn stone aforesaid for completing the Underpinning of his the Dett's house all round according to the Height that One hewn stone of the Dett's and one rough Stone should make and also sufficient for building the residue of his the Dett's Chimney in s^d House and also sufficient for stoning his the Dett's Cellar across one End of the said house there and it was agreed then and there by the Dett. on his Part to pay the Plffs for said Service the Sum of Eleven Pounds lawful Money one half of s^d Sum to be paid the then next Weeky and other half thereof as soon as the said Service was done And the Plffs say that the Dett. then and there in Consideration that they promised him to perform said Agreement on their Part he then and there promised them that he would well and truly perform said Agreement on his Part And the Plffs further in fact say that they have at s^d Springfield well and truly performed the said service according to the said Agreement on their Part and have fully and faithfully performed the said Agreement by them to be performed in every respect all which the s^d Dett. well knew Yet the said Daniel not regarding his Promise has not kept the same on his Part & has not paid the said Eleven Pounds accordg to his said Promise but neglects it. And also for that the said Daniel Lamb at s^d Springfield on the first Day of July last past being justly indebted to the Plffs in other Eleven Pounds lawful Money for their Labour & Service for the Dett. in carting Other Stone for the Dett. at his Request for another house of the Dett. there for building a Chimney Cellar Wall and Underpinning -- thereof the Dett. in Consideration thereof assumed upon himself and then & there promised the Plffs to pay them the same on Demand.

Continued

Demand yet has not done it tho' often by Them requested. & also for that Whereas at said Springfield on the twentieth Day of July last Past the Debt in consideration that the Plff^s had at his special Instance and Request carried Other Stone for him for the Cellar Chimney and Underpinning of his the Debt^s other house there he then and there promised them that he would pay em for said Service when he should be reasonably thereto required so much as they should reasonably deserve therefor And the Plff^s say they deserved for said Service other Eleven Pounds lawful Money of all Which the Debt then and there had Notice yet tho' often requested hath never performed y^e same or any Part thereof nor performed either of his 2 Promises Which is to the Damage of the Plff^s as they say thirty three Pounds — The Parties appear in Court — And the Debt comes and says that this Writ is bad and ought to be abated for that Whereas the Plff^s in their first Count have declared of a Bargain consisting in mutual Promises of the Parties viz that the Plff^s on their Part would perform certain Service for the Debt for y^e Performance whereof no certain time was by the agreement limited and in the Debt on his Part undertaking to pay y^e Plff^s one half of Eleven Pounds within the Week next following the twentieth of June last and the one half of Eleven Pounds as soon as the Plff^s should have performed y^e Service Which they had undertaken to perform and altho the Plff^s have in their 2 Count averred that they have performed the Service Which on their Part they undertook to perform yet they have not in said Count alledged that they ever gave y^e Debt Notice that they had performed the same Which the Plff^s ought to have expressly alledged in their 2 Count as also the Time & Place of giving said Notice. Also for that the Plff^s in their second Count have declared in Indebitatus assumpsit for a certain Sum averred to be due to em for Services altogether uncertain in their Price even where y^e Quantity of such Services is determinately set forth and also because y^e Plff^s have not in 2 Count set forth with any certainty y^e Quantity of Services for Which they therein say the Debt is indebted to them Eleven Pounds Which is always necessary in Articles where Indebitatus will lie — Also for that the Plff^s in their third Count have declared in the Quantum meruit for Services done by them for the Debt but have not in said Count described 2 Services for Which they say they deserve Eleven Pounds in any Manner whereby it can be known what quantity of service was performed by them or Whereby 2 Services ever can be distinguished from other Services of the like kind both Which ought to have been done all W^h the Debt is ready to verify & thereof pray Judgment & that this Writ may be quashed and he allowed his Cost — The Court upon Consideration of y^e foregoing Pleas in Abatement do adjudges that the first Plea is sufficient and that the Plff^s first Count contain in their Writ shall be & hereby is quashed — the Pleas ag^t y^e Other Counts are adjudged insufficient and it is determined y^e Writ shall not abate — And the Debt saving the Pleas in Abatement to the second & third Count further Defends and says that he never promised in Manner and Form as the Plff^s in their 2 Counts have alledged and thereof puts Himself on the Country saving Liberty to give any special Matter in Evidence — And the Plff^s insisting that their first Count is sufficient and agreeing to the above Reservation likewise pray that the above Plea if y^e Debt do Issue may be inquired of by y^e Country Upon Which Issue being joined and the Parties fully heard y^e Case was committed to y^e Jury Mr. Enos Nash Foreman and Thellows Who returned their Verdict on Oath that they find for y^e Plff^s ten Pounds 14/ and Cost of Court — Its Considered by the Court that the Plff^s shall recover ag^t the Debt Ten Pounds 14/ lawful Money Dam^t & Cost of C^t taxed at four Pounds 5/11. —

The
and

Likes or Lamb } The Deft by his Attorney appeals from the Judgment of this Court to the next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and recognized with Sureties according to Law to prosecute his Appeal there with Effect as if said Recognizance on file appears - And the Pltfs by their Attorney also appeal from the Judgment of this Court upon the first Plea in Abatement w^{ch} their first Count in their Writ contained by same Court above mentioned and recognized with Sureties as the Law directs to prosecute their Appeal there with Effect as by a Recognizance on file appears

Taylor or Strong } Samuel Taylor the second of Springfield in this County Yeoman Plt for Ezra Strong of Westfield in the same County Yeoman Deft. in a Plea of the Case for that the Deft at Westfield on the first of November 1755 by his Note of that Date for Value rec^d promised the Plt by the Name of Samuel Taylor the third of Springfield to pay him eight Pounds and three Pence lawful Money by the first of May then next with lawful Interest till paid Yet the Requested has not fulfilled his Promise but Neglects it to the Damage of the Plt Nine Pounds The Deft in this Case tho' three times solemnly called to come into Court came not but made Default - It is therefore considered by the Court that the Plt recover ag^t the Deft the Sum of five Pounds seven Shillings & eight Pence lawful Money Damages and Cost of Court taxed at £10.3. After all which the Deft by Joseph Hawley Esq^r his Attorney comes into Court and appeals from the Judgment of this Court to the next Superior Court of Judicature to be holden at Springfield within and for the County on the fourth Tuesday of September next Who recognized with Sureties according to Law for the Deft prosecuting his Appeal with Effect as if a Recognizance on file appears.

Ingersoll or Church } John Ingersoll of Westfield in the County of Hampshire Gent Plt for Nathaniel Church Jun^r of Hadley in the same County Yeoman Deft in a Plea of the Case for that the Plt at Northampton on the 29th of April last by his Note of that Date for Value rec^d promised the Plt to pay him or Order three Pounds four Shillings on Demand with Use till paid Yet the often requested hath not fulfilled his said Promise but neglects it to the Damage of the Plt five Pounds - The Deft in this Case tho' three times called to come into Court came not but made Default - It is therefore considered by the Court that the Plt shall recover ag^t the Deft the Sum of £3.6.2 lawful Money Damages and Cost of Court taxed at £1.15.6 - After all which the Deft comes into Court and appeals from the Judgment of this Court to the next Superior Court of Judicature to be holden at Springfield within and for the County on the fourth Tuesday of September next and recognized with Sureties as the Law directs to prosecute his Appeal with Effect as if a Recognizance on file appears.

Holeman or Brooks } Samuel Holeman of Hartford in the County of Hartford Yeoman Plt for John Brooks of Hadley in the County of Hampshire Yeoman Deft in a Plea of the Case for that the Plt at said Northampton on the 29th of August 1756 by his Note for Value rec^d promised the Plt to pay him Seven Pounds Nine Shillings Money by the first of May then next Yet the often requested hath never paid it or any Part of it but neglects it to the Plt's Damage eight Pounds The Deft in this Case tho' three times solemnly called to come into Court came not but made Default - It is hereupon considered that the Plt

September Current at S^r Greenwich the S^r John the Deft with force & Arms the said Infant named Sarah the Daughter and Heir of y^e P^l being within Age (the Wardship Custody Education and Marriage of Whom the P^l declares by Reason of the Premises belong to her) then & there found in the P^l's Wardship and Custody ravished & carried away against the Will of her the P^l and ag^t the King's Peace - and he the Deft still keeps and detains the S^r Infant and refuses to deliver her the S^r Infant to the P^l altho he the Deft afterwards on y^e said second Day of Sept^r at S^r Greenwich was by the P^l specially thereto requested to the P^l's Damage eight Pounds - The Parties appear in Court and the S^r Gibbs defends and reserving to himself the Liberty of giving any special Matter in Evidence under y^e General Issue pleads that he is not guilty in Manner and Form as y^e P^l in her Declaration has alledged and thereof puts himself on the Country - Upon Which Issue is joined and the Evidence being produced and read and the Parties being fully heard and all Things touching y^e Case discussed It was now committed to the Jury M^r Enos Nath Foreman and Tellows Who return their Verdict on Oath that they find for the P^l Seisin and Possession of the Child sued for four Shillings Damages and Cost of Court - Its hereupon Considered by the Court the P^l recover against the Deft Seisin and Possession of S^r Infant Child sued for four Shillings lawful Money Damages and Cost of Court taxed at four Pounds three Shillings and three Pence - The Deft appeals from the Judgment of this Court to the Next Superior Court of Judicature to be holden at Springfield within and for the County of --- Hampshire on the fourth Tuesday of September Next and recognized with Sureties as the Law directs to prosecute his Appeal there with Effect as S^r Recognizance on file appears -

Bucknam
or
How - Joseph Bucknam late of Hadley in the County of Hampshire husbandman P^l - vs. Joshua How late of Westmoreland in the Province of New Hampshire husbandman Deft in a Plea of the Case as by the P^l's Writ on file is fully set forth - in this Case the Deft tho' three Times solemnly called to come into Court came not but made Default. Its hereupon Considered by the Court that the P^l shall recover ag^t the Deft the Sum of £2.7.4 lawful Money Dam^t & Cost of Court as by Bill allowed at One Pound eighteen Shillings and three Pence -

Church
or
Kelsey Joseph Church of Hadley in the County of Hampshire Yeoman P^l or Matthias Kelsey of said Hadley Yeoman Executor of his own Wrong to Jonathan Pierce late of S^r Hadley Taylor Dec^d by his S^r Kelsey's having of his own Wrong and without any Right or Authority entered into and taken Possession of y^e Estate which belonged to S^r Pierce at his decease & Deft in a Plea of the Case as by the P^l's Writ on file fully appears - The Deft in this Case tho' three times solemnly called to come into Court came not but made Default - Its hereupon Considered by the Court that the P^l recover ag^t the Deft as he is Executor as aforesaid the Sum of four Pounds One Shilling and four Pence one farthing lawful Money Dam^t and Cost of Court taxed at £4.7.6 - Ex^t J^d 12 Dec^r 1750 -

Dickinson
or
Lundem Obadiah Dickinson of Hatfield in the County of Hampshire Gent. P^l or Matthias Kelsey of Hadley in y^e same County Yeoman Executor of his own Wrong to Jonathan Pierce late of S^r Hadley Taylor dec^d by his S^r Kelsey's having of his own Wrong & without any Right or Authority entered into and taken Possession of the Estate which belonged to S^r Pierce at his Death & Deft in a Plea of the Case as by the P^l's Writ on file is fully set forth - The Deft being three times called made Default of appearing in Court - Its hereupon Considered by the Court that the P^l recover ag^t the Deft in his S^r Capacity the Sum of £9.16.9.3 lawful Money Dam^t & Cost of Court taxed at £11.7.2 - Ex^t J^d 11th Dec^r 1750 -

Elihu Parsons of Stockbridge in the County of Hampshire Yeoman Plff
vs Samuel Breck of Sheffield in the same County Physician Deft in a Plea
of the Case for that the Deft at S Sheffield on the 13th of Sept^r 1750 by his
Note for Value rec^d promised the Plff to pay him 51/11 on Demand with
the lawful Interest of 1st Sum till paid &c & the Deft &c tho requested
has never fulfilled s^d Promise but neglects it to y^e Plff's Damage five
Pounds. The Deft comes into Court and reserving to himself the Liberty
of Waiving his Plea and making a New Plea on the Trial in the Appeal
now plead, and says that the Note declared on is not his Deed and of
this puts himself on the Country and the Plff agreeing thereto says
the Deft's Plea is an insufficient Answer to his Declaration and that
by Law he is not held to make Answer thereto and prays Judgement
accordingly. and the Deft says his Plea is sufficient. It there-
upon considered by the Court that the Plff recover ag^t the Deft.
two Pounds twelve Shillings and four Pence one farthing lawful Money
Damages and Cost of Court taxed at two Pounds 7/6
The Deft by his Attorney Col^o Worthington appeals from the Judg-
ment of this Court to the next Superior Court of Judicature to be
holden at Springfield in and for this County on the fourth Tues-
day of September Next and recognized with Sureties according to
Law to prosecute his appeal with Effect as by s^d Recognizance
on file appears

Charles Hoar of Wrimfield in the County of Hampshire Yeoman Plff
vs Deliverance Carpenter of the same Place Yeoman Deft in
a Plea of the Case as y^e the Plff's Writ on file is at Large set forth
The Deft tho three Times solemnly called to come into Court came
not but made Default. Its hereupon considered by y^e Court that
the Plff recover ag^t the Deft the Sum of £ lawful Money
Damages and Cost of Court taxed at £2.2.6

Benjamin Trask of Wrimfield in the County of Hampshire Yeoman Plff
vs Deliverance Carpenter of the same Place husbandman Deft
in a Plea of Debt upon a Bond as y^e the Plff's Writ on file is fully
set forth. in this Case the Deft tho three Times solemnly called
to come into Court came not but made Default. Its hereupon
considered by the Court that the Plff recover ag^t the Deft the
Sum of £ lawful Money being the Chancery of the Bond
declared on Debt and Cost of Court taxed at £2.2.6

Alexander M^r Colley Plff vs Nathaniel Church Jun^r Deft -
This Case is continued by Order of Court to the Next inferior
Court of Common Pleas to be holden at Northampton for and
within the County of Hampshire on the second Tuesday of
February next

Thomas Dick of Pelham in the County of Hampshire Innholder Plff
vs Samuel Rice lately of a Place called Charlemont in s^d County
Yeoman Deft in a Plea of the Case as y^e the Plff's Writ on file is at
Large set forth. In this Case the Deft. tho three Times solemnly
called made Default of Appearance in Court. Its hereupon considered
by the Court that the Plff recover ag^t the Deft the Sum of £5.15.9.2
lawful Money Dam^t & Cost of Court taxed at £1.12.0.

James M^r Clister of Enfield in this County Yeoman App^t vs Aaron
Smith of Roadtown in s^d County Yeoman App^{ee} from a Judg^t of Court
held before John Worthington Esq. wherein y^e App^t was Plff & y^e App^{ee}
of Deft. In this Case the App^t being three Times called was Non
suit and y^e Appellee Defaulted

Mears
or
Hubbel

Stephen Mears of Windsor in the County of Hartford Shopkeeper -
Plff vs Ichabod Hubbel of Somers in the County of Hampshire Yeoman
Def't in a Plea of the Case for that the Def't at Northampton on the
30th of June 1750 by his Note for Value rec^d promised the Plff to pay him
Eight Pounds 10/3 lawful Money within two Months from P^d Date yet
tho' thereto requested has not done it but neglects it to the Damage
of the Plff as he saith Nine Pounds - The Def't tho' three Times solemnly
called to come into Court came not but made Default - It is hereupon
considered that the Plff recover ag^t the Def't the Sum of 9
lawful Money Damages and cost of Court taxed at one Pound 10/3 -
After all Which the Def't by Col^d Worthington his Attorney comes in to
Court and appeals from the Judgment of this Court to the next Super^r
Court of Judicature to be holden at Springfield within and for County
of Hampshire on the fourth Tuesday of September next and recognized
with Sureties as the Law directs for the Appellants prosecuting his
Appeal with Effect as by P^d Recognizance on file appears -

Hook -
or
See M -

Hevet Hook of Blundford in the County of Hampshire Yeoman Plff vs
Samuel Lee Yeoman and Elijah Staunton Yeoman both of Sheffield in
said County Def'ts. in a Plea of the Case as by the Plff's Writon file is
fully set forth - In this Case the Def'ts tho' three Times solemnly called to
come into Court came not but made Default - It is hereupon Consider
ed that the Plff recover ag^t the Def'ts the Sum of £6.1.6 law^d Money
Dam^t & cost of Court taxed at £2.3.4. - Ex^d is 5. Jan^y 1759 -

The foregoing Judgments and Orders
made and entered up and then the said
Court adjourned without Day -

Att^y W^m Williams Cler.

Hampshire s^r. Anno Regni Regis Georgii Secundi magnae.

Court of
Sessions
Nov^r
1750.

Britanniae Franciae et Hiberniae vicissimo Secundo -

At his Majesty's Court of General Sessions of the Peace
begun and held at Northampton for and within the
County of Hampshire on the Second Tuesday of Nov^r
being the 14th Day of P^d Month Anno Domini 1750 -

Justices of P^d Court -

Present -

Joseph Dwight
Israel Williams
John Worthington
Josiah Dwight
Seth Field
Joseph Hawley
William Williams
Samuel Mather
Thomas Williams
Timothy Dwight Jr.
Josiah Chauncey
Wazey Porter whose Com^m
was now published and
he qualified according
to Law -

Grand Jurors -

Luke Hitchcock s^r
Nath^l Alkinson
Josiah Pomeroy
Galeb Strong
David Smith
Jon^{as} Dickinson
Elisha Allis
James Porter -

Aaron King
Martin Ducey Sick
David Field
Samuel Smith
John Gunn
Joseph Hoar
Jonathan Nash.

Att^y 3 Days -

Jury for Trials

Inos Nash s^r - Benoni Dickinson
Noah Hale Timothy Cowle
Neh^l Stebbins Azariah Moseley
Eben^l Alwood Joseph Bascom
Noah Strong Jon^{as} Charles
Isaac Selden

de^{cl}at^d Stephen Shelden

Samuel Lamb of Springfield in this County Yeoman App^t ag^t our
Sovereign Lord the King - from a Sentence given ag^t him the S^d Samuel
by John Worthington Esq. one of the Justices of the Peace of our S^d Lord of
King for this County on Complaint made ag^t him S^d Sam^l in Behalf
of the King for the Crime of Drunkenness - Which Appeal was made
to the last February Court and then entered by the S^d Samuel in order
for a hearing but has been by Order of Court continued from Court to
Court to this Court and Now John Worthington Esq. Attorney, for
our said Lord the King comes into Court and by Consent of the Court
says he will no further prosecute the S^d Sam^l for the supposed of-
fence mentioned in the Complaint on file - Orderd that the S^d Sam^l
be not held any further to prosecute his Appeal ag^t the King but y^t
He go without Day

Lamb
or
App^t ag^t the King

Experience Richardson of Montague in the County of Hampshire Spin-
ster in Behalf of the District of Montague as well as for herself Comp^t Richardson
or Simon King (then) Jun^r of y^e same Place Yeoman Dett. shewing - King
that the S^d Simon is the Father of a Bastard Child lately begotten on
her Body Which she the Comp^t was delivered of Which Child is now in
full Life and y^e Comp^t having sworn S^d Child upon the S^d Simon be-
fore Mr Justice Gild of Northfield and thereupon S^d Justice having iss^d
a Warrant to apprehend him &c. Which Warrant was given to a proper
Officer Who failed to execute the same and the said Simon refusing
to contribute any thing to its Maintenance the S^d Comp^t prays he may
be apprehended and enjoined to do and receive unto Law and Justice
appertains & she will pray &c. This Complaint was made at y^e last -
Court and the S^d Simon was then ordered to be brot to answer here to
the foregoing Complaint - Who being now brought before y^e Court and
having heard y^e Complaint was required to plead thereto & he pleads
not guilty to y^e same and prays the same may be enquired of by the
Court - After a full hearing of the Parties - The Court adjudge the said
Simon the reputed Father of the S^d Child & order that he stand charg^d
with the Maintenance of S^d Child with the Assistance of y^e Mother -
and that he pay the Mother for & towards the Maintenance thereof at
the Rate of 2^s & the Weeks for every Week that has or shall happen
from the Birth of S^d Child during y^e Courts Pleasure - & it is also orderd
that the said Simon give a Bond to the Treasurer of y^e District
in the Penal Sum of forty Pound Lawful Money to save the said
District free from Charge for the Maintenance of S^d Child and also
that he give another Bond in y^e like Sum to the said Experience as
a Security for the Performace of the foregoing Order respecting the
Maintenance of the S^d Child & pay Cost & stand committed &c. -

Mary Davis of Greenwich in this County Spinster Comp^t or Jn^r Gibbs
of the same Place Yeoman Dett. shewing that she on the third of April
last was deliverd of a female bastard Child begotten on her body by Jn^r Gibbs
Which Child is now alive and stands in Need of Maintenance the
therefore in behalf of S^d Child prays the Order of this Court that he may be
charged with the Maintenance thereof with her Assistance & be oblig^d
to give Security to perform such Order & also to save y^e Town free from
Charge for the Maintenance of S^d Child, for that she says S^d Child is in
Danger of suffering for want of Maintenance & for that she also says
said John is the Father of it. praying &c. this Comp^t was made and the
Parties heard at the last Court & the S^d John was adjudged y^e reputed
Father of S^d Child by the Court & it was then orderd that the further Con-
sideration of the Matter should lie till this Court & Now the Court
having again taken the same into Consideration do order that the S^d Gibbs
stand charg^d with the Maintenance of the S^d Child with the Mother's
Assistance And that he pay 2^s & the Weeks for & towards the Maintenance
of said Child for every Week which has fallen and happened since y^e Birth
thereof & that shall hereafter happen during the Courts Pleasure - And

Davis
or
Gibbs

And its further ordered that the said John give Bond to the said -
 Davis } Many in the Penal Sum of forty Pounds lawful Money as a Security for
 Gibbs } the Performance of the foregoing Order and also a Bond in the like Sum
 to the Town Treasurer of the Town of Greenwich to save the said Town
 free from Charge for the Maintenance of said Child & pay Cost and
 Land Committed &c

As Rep } John Worthington Esq. Attorney for our sovereign Lord the King &
 Parsons } in this Behalf informs & Complains against Wm Parsons of said -
 Northampton Gent. for that said William there on the first of March -
 last with Horse and Arms did erect and set up a Fence of the Length
 of sixteen Rods on the Common high Way of our said Lord & King
 there leading from the Meeting House there to Clark's Ferry there on
 the Westerly Side of y^e same Way thereby invading and inclosing
 a Part of y^e same of the Length of sixteen Rods and of the Width of
 three Rods at the Southerly Part thereof viz the Part inclosed and of
 two Rods at the Northerly Part thereof and the said William hath -
 ever since continued the same Fence so by him set up as aforesaid
 to this Time and that the same is a Common Nuisance and to the
 great Damage and Common Nuisance of all his Majesty's Liege
 Subjects passing in and over the same Way which erecting and
 continuing said Fence is contrary to y^e Law of this Province and the
 King's Peace. The foregoing Complaint was made at y^e last May
 Court and signed John Worthington - And now the said William
 being brot before the Court heard y^e said Complaint read to him
 and being required to plead to it. He pleads he will not contend with
 the Thing. It is considered that the said William for y^e Offence
 be amended in y^e Sum of 50^l Money to be to his Majesty's Use for the
 Support of Government and that he pay Cost - Also Ordered that
 he forthwith take down demolish and remove y^e Nuisance by -
 Which he has inclosed y^e high Way in Length 13 Chains and
 in Width at y^e South End 36 Links and at y^e N^o End 5 Links and so
 in Proportion throughout y^e said Length of 13 Chains

As Rep } Whereas the Inhabitants of the Town of Hadley in the County of -
 The Town } Hampshire were by Order the Court of General Sessions of the Peace held
 of Hadley } at Springfield in and for the County of Hampshire on the Third Tuesday
 of May last served with a Process in due form of Law to appear at y^e last
 Court of Gen^l Sessions to be holden at Springfield aforesaid on the last -
 Tuesday of August last to answer to the Presentment of the Grand
 Jury at said May Court for their (the said Inhabitants of Hadley)
 Default in not duly repairing and amending the Common high Way
 of our Sovereign Lord the King in the Township of said Hadley commonly
 called the Way Road leading from Connecticut River there to Seven
 Mile Brook so called Which high Way thro' their Default aforesaid
 thro' all the Length aforesaid on the first of March last and the time
 when the said Presentment was made for the Whole Width thereof was
 in great Decay to the great Damage and Common Nuisance of all his
 Majesty's Liege Subjects traveling in and over the same Way and
 Which Default aforesaid is contrary to Law &c - all Which is fully set
 forth in y^e Records of the last Court of Gen^l Sessions &c. But they said
 Inhabitants of Hadley aforesaid made Default in not appearing at
 the last Court to answer to y^e Presentment as they were required and
 commanded as aforesaid to do in Contempt of the Court and the Law -
 The said Court last ^{mentioned} ordered a ^{non return} should be made directed to the
 Sheriff requiring him to attach the said Inhabitants of Hadley and
 them cause to appear here as well to answer to the said Presentment
 as for their y^e Contempt And now Messrs David Smith Peter Smith
 Charles Phelps Samuel Gaylord and John Field five of the said
 Inhabitants of said Hadley were brot before this Court and the Court
 having

having the Reasons for the ^d Inhabitants of Hadley not appearing at ^d last Court to answer w^d ^d Presentment as they were commanded given them and the same being considered its adjudged that they ^d said Inhabitants of Hadley are Guilty of Contempt of ^d Court and that they be amerced in the Sum of three Shillings for their Offence and pay Cost & stand Committed in -

The Grand Jurors for our Sovereign Lord the King for the Body of this County do on their Oaths present that the Common Highway of the said Lord the King in the Township of Hadley in this County - called the Bay Road leading from Connecticut River there to Seven Mile brook throughout all the Length afores^d for the whole Width of it on the first of March was & ever since has been & still is in great Decay for Default of a Due Reparation and Amendment thereof to the great Damage of all the King's Subjects traveling in and over the same and that the Inhabitants of Hadley offright & by Law ought to amend the same when and so often as it is necessary which they have neglected and still neglect to do contrary to Law & as ^d the Records of the last Court fully appears - And now the said Inhabitants by Mr Phelps their Agent appear Who having heard the ^d Presentment read pleaded that they w^d not contend with the King Its hereupon considered that the ^d Inhabitants of ^d Hadley be amerced to his Majesty in the Sum of 40^s only for their ^d Default the ^d Highway being mended and that they pay Cost of Prosecution

John Worthington Esq. Attorney for the Lord the King informs ag^t John Gibbs of Greenwich in this County Yeoman for killing One Wild Deer contrary to Law & as ^d ^d Complaint - One of the Witnesses for the King not being here in Court its ordered that the consideration of this Complaint be referred to the next Court - And that ^d Gibbs, he being here present in Court, recognize with Sureties in the Sum of forty Pounds to appear at ^d Next Court and answer thereto - John Gibbs as Principal recognized in ^d Sum of forty Pounds and Mr Charles Phelps and Joseph Hinds as Sureties in ^d 20 each for said Gibbs' appearing at the Next Court of General Sessions & to answer to the foregoing Com^t & Joseph Hinds of Greenwich recognized in the Sum of ^d 10 lawful Money to appear at ^d Next Court of General Sessions & to give Evidence of what he knows respecting the Matters charged in the prementioned Complaint -

James Sexton of Sheffield recognized as Principal for Jaffer Sexton a Minor in the Sum of ^d 40 and Josiah Williams Gent. as Surety in a like Sum for the ^d Jaffer Sexton's appearing at the next Court of General Sessions of the Peace to be holden at Northampton within and for the County of Hampshire on the Second Tuesday of February next to answer to the Complaint of Lydia Kellogg wherein she charges him of being the father of a Bastard Child begotten on her body & for his performing of Order of said Court thereon &

Lydia Kellogg of Sheffield Spinster Com^t vs Jaffer Sexton of said Sheffield Yeoman Def^t. shewing that he is the father of a Bastard Child begotten of her body & praying he may be charged with the Maintenance of it with her Assistance & - ordered by the Court the consideration of ^d Com^t be referred to ^d Next Court and he said Jaffer recognize with Sureties in ^d Sum of forty Pounds to answer thereto accordingly - recognized as above -

50. John Worthington Esq. Attorney for the Lord the King in this
D^r Rec^d Behalt informs this Court Ag^t Warham Williams of Sheffield
or Williams for a Fraud &c. as \S 2^d Complaint ordered that a Capeas be -
made to apprehend \S Williams that he may be had at the next
Court to answer to \S Complaint -

Joseph Holmes of Hatfield recognized as Principal in the Sum
of £20 and Reuben Welding as Surety in y^e like Sum for the \S
Holmes's Personal Appearance before the Justices of this Court at
their next Session to be held here on the Second Tuesday of Feb^y.
Reog^d next to answer to such Matters as may be objected ag^t him on
the King's Behalt and for his keeping the Peace &c -

John Hill of Palmer Who was bound by Recognizance taken
In: Hill's before John Sherman Esq. to make his personal Appearance before
Reog^d the Justices of our Lord the King in this their Present Session -
forfeit having made Default in not performing the Condition of the
said Recognizance the same is declared forfeit -
The Clerk of the Inferior Court by Direction of the same Court is to
prosecute y^e said Reog^d to Effect according to Law, as by the -
Records of the \S Infer^r Court now sitting here may appear -

Lydia Kellogg of Sheffield came before this Court and confessed she had
Kellogg been guilty of the Crime of Fornication - Ordered that she pay a fine
Confes^d of thirteen Shillings and four Pence for her Offence to be to his Majesty
for y^e Support of Government & Cost paid -

Sarah Chamberlain of Roadtown confesses before this Court that
Chamberlain she has been guilty of the Crime of Fornication - Ordered that she
Confes^d pay a Fine of 13/4 to his Majesty for y^e Support of Government & Cost -

Experience Richardson of Montague confesses before this Court that
Richardson she has been guilty of the Crime of Fornication - Ordered that she pay
Confes^d a Fine of 13/4 to his Majesty & Cost -

License is granted by this Court to Noah Smith and John Sticklen
Smith to keep a Ferry at y^e Ferry Place at y^e North End of the Street in Hadly
Sticklen the Fare for Man and Horse to be as usual heretofore - Who recognized
Ferryman in the Sum of £5 each for the faithful Performance of their Trust as
by their \S Recognizance on file appears -

License is granted to Thomas French Jun^r to keep a Ferry at the
French's usual Ferry Place near his House the fare for Man and Horse to be -
Ferry- the same as has been usual there - Who recognized in the Sum of
£10 faithfully to perform \S Trust as by his Reog^d on file appears -

License is granted to George Pyncheon of Springfield to sell Tea -
George Coffee and China Ware for y^e year next ensuing - Col^d Worthington as
Pyncheon Principal for him recognized with Sureties in the Sum of £5 for his
said George's duty paying the Duties by Law set on the same as -
by his said Recognizance on file appears -

Oliver Partridge Esq. is licensed to sell Tea Coffee & China Ware
Oliver Partridge for the year next ensuing - Who recognized with Sureties as the -
Esq. Law directs in £5 for his duty paying y^e Duties of Excise by Law
required for y^e same as \S his \S Recognizance on file appears -

Joseph Dwight Esq. is licensed to sell Tea Coffee & China Ware
Joseph Dwight for the year next ensuing - Who recognized with Sureties as y^e Law
Esq. directs in the Sum of £5 duly to pay the Duties by Law set on
the same as per \S Recognizance on file appears -

John Bement of Northfield is licenced by this Court to be a Retailer of Spirituous Liquors out of his now dwelling house to be spent out of Door for the Year next ensuing - Who recognized according to Law duly to observe the Directions of the Law relating to Persons licenced to sell out of Door only - and also recognized with sufficient Sureties in the Sum of £50 to keep & render the Amounts & pay the Duties by Law required as by his said Recognizances on file appears

David Cooley of Springfield Who was bound by Recognizance to make his personal Appearance here before the Justices of this Court was discharged from the same by Proclamation by Order of Court

Moses Smith of Hadley in the County of Hampshire Yeoman shews that he hath lately inadvertantly erected a living Fence of the Length of twelve Rods on the Common high Way of the Lord the King lying in said Hadley called the Way Road Whereby he has encroached on and enclosed a Part of the same Way on the Northerly side thereof Where it adjoins to the Southerly Part of his Farm there of the length of twelve Rods and of the Width of Six feet And that there remains of said high Way there unencroached on more than five Rods of good hard Ground for the Subjects of the Lord the King to pass over there he therefore prays this hon^{ble} Court to order a Discontinuance of that Part of said Way so inclosed as apriv^{ate} and as in Duty bound & Which Petⁿ was preferred at y^e last Court and the Consideration thereof by that Court referred to this and now the Petition having been read & considered - It is ordered that a Committee of five disinterested sufficient Freeholders in this County be appointed to view y^e Road where the Discontinuance is prayd for and determine whether y^e same shall be in any Part discontinued and report accordingly - & Mess^{rs} Nathaniel Dwight Joseph Bridgman Jonathan Graves Elijah Smith and Jon^e Bairdwell of Goldspring in s^d County are accordingly appointed a Committee for y^e Purpose aforesaid - Who are to give reasonable Notice to all Persons interested of the Time and Place of their Meeting, and to be under Oath to perform the Service according to Law And are to make Return of their Doings agreeable to y^e foregoing Order under their Hands & seals to the next Court of General Sessions of the Peace to be held in this County after the Service is performed - at y^e Proper Cost & Charge of s^d Moses.

Order was made 21. Nov^r 68 accordingly

The Petition of Jonathan Iudd and Sundry others Inhabitants of Southampton in this County praying for a publick Road from y^e Place near Aaron Glaps Dwelling house where the Path leading from the Country Road from Northampton to Westfield to Southampton Meeting House Parts with s^d County thro^{gh} s^d Southampton to Westfield Town Street running East and West so as may best accommodate the Publick was now read and the Road was judged by the Court to be of Common Convenience & Necessity - and the further Consideration of the Matter then referred to y^e next Court of Gen^l Sessions of y^e Peace to be held here on the Second Tuesday of Feb^r next

The Petition of Eldad Taylor Esq^r praying for a Country or County Road from the Country Road in Blandford to N^o 4 and from that Place to Pontoozuck Which was entered and read at y^e last May - Court and then referred for the Consideration of the Court at their then next Session & so from term to this was now again read and the Court upon Consideration of the same adjudge the Road may for to be of Convenience and Necessity & then Order that the further Consideration of s^d Petition be referred to the Next Court of Gen^l Sessions of the Peace to sit here on the Second Tuesday of Feb^r next

Order for
an Addⁿ
to y^e Com^{tee}
to lay out
the Way to
Roadtown

Whereas four of y^e Committee appointed to lay out y^e Roads from Hadley to Roadtown and from Sunderland to New Salem &c by y^e Court of General Sessions of the Peace held at Springfield on the 3^d Tuesday of May A^d 1757 - have declined the Service to which they were appointed therefore Ordered by this Court that Mess^{rs} Joseph Pomroy of Northampton Supply Kingfley and Nathaniel Clarke of y^e same Town and Aaron Symas of Coldspring Gentlemen together with Capt Nat. Dwight Who was before appointed be a Committee to view and lay out the Road from Place to Place as by the Order of s^d Court hetho as afores^d in May 1757 - that Committee then appointed were directed to do Who are in all things to observe the Directions given the s^d Com^{tee} first appointed - Saving that this Committee is not to be restricted to certain Points in laying the Road from Place to Place as the said first Committee were but shall be at Liberty to lay said Road from Place to Place in such Manner as shall most accommodate y^e Publick and make Return in Manner as y^e Law direct - Copy of y^e Order made -

Miller's
River
Bridge

Capt Joseph Root of Montague is desired by this Court to make the necessary Repairs of the Bridge over Miller's River in y^e Road from Sunderland to Northfield as soon as May be that Travelers may not be endangered in crossing y^e same -

Sum^r:
for Sol^r:
Gibbs
order'd

Ordered that a Summons be made directed to the Sheriff or his Deputy requiring them to summon Solomon Gibbs of Greenwich to appear before y^e Justices of this Court at their next Session here to be on the second Tuesday of Feby Next to give Evidence of What he knows respecting John Gibbs of the same Place having been possessed of the raw Skin and Head of a Wild Deer some Time in February last contrary to Law - Sum made accordingly

Sheriff's
Ac't
- 29.3.10

Oliver Partridge Esq. Sheriff of the County of Hampshire presents to this Court for Sundry Services he had done for y^e County the Year - Year past an Ac't amounting to Nine Pounds 3/10 praying the Court to allow y^e same and order Payment and the same is allowed and the County Treasurer is ordered to pay the same out of the s^d County Treasury in full Discharge thereof - Order made accordingly

Dwight
for Esq^r:
Ac't

Timothy Dwight Jun^r Esq. now presents an Ac't for a Book for Records of Probate amounting to One Pound Eleven Shillings and eight Pence praying the Court's Allowance and Order for Payment of y^e same - And the same is allowed and the County Treasurer is ordered to pay the same out of the s^d County Treasury in full Discharge thereof - Order made accordingly

Wm
Williams
Ac't

Wm Williams of Hatfield presents an Account to this Court for a Book for the Records of this Court and the Court of Common Pleas in this County amounting to One Pound 16/7.2 praying the Court's Allowance and Order for Payment thereof - And the same is allowed and y^e County Treas^r ordered to pay it out of y^e said County Treasury - Order made accordingly -

Capt.
Nat.
Dwight
do others
Ac't.

Capt Nathaniel Dwight presents to this Court an Account of the Service and Expenses of y^e Com^{tee} Who by Order of Court laid out Sundry Roads in this County viz from Hatfield to Deerfield &c wherein the County is made D^s as follows viz -

To Nath ^l Dwight for his Service & Expenses in s ^d Service	£3.0.9 ^h
To Ebenezer Hunt for Do	9 ^s
To John Hunt	1.10. -
To Moses Marsh	1.4. -
To Enos Nash	1.13. -

Which is allowed & the County Treas^r is ordered to pay y^e respective Persons y^e Sums affixed to their respective Names out of y^e said County Treasury in full - Order made accordingly -

Lieut Obadiah Dickinson presents an Awt to this Court of the Service and Expences of the Committee and their Assistants Who laid out the Road from Sunderland through East Hadley to the bay Road in Which the County is made Dⁿ to the Several Persons as follows viz -

To Capt Dan^l White 6 1/2 Days Service & Expences £6/11.19.0.
 To Dear^l Sam^l Woodman 6 1/2 D^y - - - - - £6/1.19.0.
 To Obad^l Dickinson 7 D^y - - - - - £6/2.2.0.
 To Sam^l Smith 6 1/2 D^y - - - - - 1.19.0.
 To Eliza Hubbard Surveyor 6 1/2 D^y - - - - - £7/2.5.6.
 To Eliza Smith Sunderland Chairman - - - - - 1.2.
 To Daniel Hubbard J^r D^y - - - - - 1.2.
 To John Shield Hadley - - - - - 2.0.
 To Nath^l Coleman D^y - - - - - 1.2.
 To Obad^l Dickinson 1 Day more - - - - - 0.6.0.
 To Eliza Hubbard 1 Day Surveying - - - - - 7.0.
 To L^l W^m Boltwood part of a Day carrying Rⁿ - - - - - 1.2.
 To David Dickinson D^y - - - - - 1.2.

Which Amount is allowed as it now stands and the County Treasurer for this County is directed to pay the Several Sums to y^e abovenamed Persons respectively as there affixed to their respective Names in full - Copy of Awt & order made accordingly

The Petition of the Select-Men of the Town of Deerfield praying this Court would not accept and allow the Return of y^e Corn^l Who laid out the Road from the Town Street there through Wap^l ping and over the Mountain to Thomas French Jun^r for reasons in said Petition, was read & considered - And also the Petition of a Number of the Inhabitants of Sunderland in Which they give their reasons ag^t the acceptance & allowance of the above said Return of s^d Committee was read & considered

Ordered the Sum of One hundred fifty and two Pounds lawful Money be raised and levied upon the Several Towns Districts & rateable Places in this County for defraying the usual necessary and proper County Charges that have arisen in the same y^e Year past and are yet unpaid and that may arise and happen within the s^d County y^e Year next following the Payment of which may or shall be ordered out of s^d Sum And that the said Sum be apportioned upon the Several Towns Districts & rateable Places according to their Proportion of the Province Rate y^e Present Year and the Clerk of this Court is directed to make his Warr^{ts} to the Assessors of the several Towns be accordingly

The Several Towns Districts and rateable Places Proportion of the County Rate is as follows viz -

Granville - - -	£2.10.1.1.	Springfield's	£20.11.4.2
Goldspring - - -	2.2.6.	Northampton -	16.17.0.2
Greenwich - - -	2.7.7.	Hasfield - - -	9.2.0.
Blandford - - -	1.14.3.2	Washfield - - -	11.16.8.2
New Salem - - -	1.13.9.	Deerfield - - -	6.1.11.
New Marl ^b - - -	2.5.6.2	Sheffield - - -	13.2.7.
N ^l . adjoining to Sheff ^d -	1.10.9.	Northfield - - -	3.3.6.1
Ware River - - -	1.10.9.	Hadley - - - -	10.3.5.1
Storkbridge - - -	19.6.	Sunderland - - -	3.3.2.1
Roadtown - - -	1.5.3.2	Montague - - -	2.4.1.2
Greenfield - - -	2.14.9.	Brimfield - - -	10.7.5.2
		Southampton -	2.14.6.2
		South Hadley -	5.15.6.
		Palmer - - - -	3.17.11.2
		Pelham - - - -	3.3.9.2

£5 by Order of Court was added to Brimfield's Proportion - w^h Sum they were find for not being provided with a Grammar School - Warrants were made and sent the Assessors of s^d Places 29. Nov^r 30 according to Order -

52.

30-
granted
for buildg
of bridge
at Palmer

Ordered that Thirty Pounds lawful Money be allowed and paid out of the County Treasury (after the present County Tax shall be levied and collected) to the Committee appointed by the Court of General Sessions be held at Springfield in Mass^{ts} last to build a Bridge across Chignapee River at y^e Place called Black's Landing Place between Brimfield & Palmer in the Country Road to Boston near the House of Aaron King in Palmer together with and in Addition to y^e Sum granted and ordered by the Court of General Sessions held in November last past to be raised in the then next County Tax - viz the Tax now granted, and appropriated to that Purpose to be applied by s^d Committee to s^d Purpose of building said Bridge for which s^d Committee to be accountable to the Court — Order made & —

11.15.112
ordered
to be
added
to Green
wich Sum
- with sum
- by Rate

Ordered that the Sum of £15.11.2. which was assessed on the Town of Greenwich in the Year 1755 as their Proportion of the County Tax that Year but has not been collected said Town not having made a rate therefor be added to the Sum which s^d Town shall be assessed as their Proportion of y^e County Tax for this Year and that the Assessors of s^d Town be directed & required to levy and collect y^e same upon the Inhabitants of s^d Town & pay in y^e same to y^e County Treasurer — Warrant made accordingly

John
Titio &
others

Pursuant to a Warrant under the Hands of the Select Men of the Town of Northampton bearing Date the twenty third Day of Oct^r last John Titio an Indian Man and Prudence his Wife and William an Infant Child of s^d John and Prudence also Josiah - Benjⁿ and Abigail Cobbin Indian and Infant Children of y^e said Prudence also James Porter and Experience his Wife & Sarah Porter — Daughter of y^e s^d James and Samuel Ball an Infant Child of James Ball of South Hadley were all — warned to depart and leave y^e Town of Northampton on the 24th of s^d Oct^r by Elijah Hunt Const^{le} of s^d Town as s^d Warrant & Return on file appear.

Early
to
Family

Pursuant to a Warrant under the Hands of the Select Men of the Town of Hatfield bearing Date the 26th Day of Oct^r last — Abraham Early & Susanna his Wife on the 13th of Nov^r last were warned to depart and leave s^d Town and carry with them their six Children who are Minors by Oliver Graves Const^{le} of said Hatfield as s^d Warrant and Return on file —

High-
Way-
from
Hatfield
to
Deerfield

Whereas We Nathaniel Dwight Ebenezer Hunt John Hunt Enos Nash and Moses Marsh were appointed a Committee to lay out a Road from Hatfield Meeting-house to Deerfield Meeting-house And were also impowered and directed to View the Country Road from Deerfield Meeting-house through Greenfield towards Northfield and to alter the same and lay it out in some more convenient Places and narrow the Road in Others if we should judge it convenient and beneficial to the Publick and private Persons not thereby injured and also to lay out a Country Road from Sunderland Ferry to the Common Road leading from Hatfield to Deerfield And having given reasonable Notice to all Persons interested of the Time and Place of our Meeting We met on the 5th of Dec^r 1757. and being sworn before Richard Crouch Esq^r to the faithful Performance of s^d Service with most Convenience to the Publick and least Damage or Prejudice to private Property. began at Hatfield Meeting house where we marked on the East Side of the Window Frame at the Northeast Corner on the East Side of the Porch of s^d Meeting house thus *proposing*

proposing that to be the Middle of the high Way and the Line we here
 after describe to be the Middle of the road And from said Spot marked
 on Hatfield Meeting-house we run first N^o 14^o East 117 Rods to y^e Middle
 of the road right against the S^o West Corner of Joseph Smith's old barn
 thence N^o 24^o 30' East 39 Perch q. Links to the Middle of the Town street
 against the Middle of the Lane that turns West toward Deerfield
 West 26^o N^o 44 Perch right against Isaac Trary's Door N^o 38^o 30' West 16
 Perch against Rhined's Trary's House, N^o 15^o West 32 Perch ag^t Uleazer
 Trary's House, N^o 14^o West 58 Perch, N^o 9^o West 46 1/2 Perch to y^e Middle
 of the Street at the Corner before we come to Clay hill Brook, West 38^o
 North 50 perch, ^{N^o 40^o West 36^o} came out about half a Rod West of a Pine Staddle about
 six Rods beyond the Gully M^o thus Q, North 57 perch, N^o 140 perch which
 goes twenty two Rods beyond a Pine Staddle M^o II for 2 Miles with all
 the Limbs trimmed to y^e Top, N^o 64 perch which came out about two
 Rods East of a Pine Staddle M^o Q which is east of the West Path, N^o 10^o
 East 55 Perch and came out one Rod and un half West of a Pine Staddle
 M^o Q Which is about 10 Rods S^o E^t of a Noll we go over beyond Mor-
 ton's Kilns, N^o 23^o 30' West 142 Perch about four Rods beyond the Top of the
 Next sandy Noll a Pine Stake between the Paths M^o H, N^o 12^o 30' East 47 perch -
 To an Oak Stake about six Rods S^o of three Mile Brooks Which ends three
 Miles from Hatfield Meeting-house M^o III. N^o 19^o East 122 Perch right ag^t
 Joseph Scott's house one Rod from the Port of y^e Bars Course continued in
 the Whole 188 Perch, along just by the Gully, [ordered by y^e Court that there
 be four Rods in Width added to y^e Road on the West Side of it ten Rods
 North and ten Rods South of y^e Gully a little North of Joseph Scott's
 House], N^o 39^o E^t 76 perch, N^o 29^o East 56 perch Which makes y^e End of the
 fourth Mile from Hatfield Meeting house. A black Oak Stake the West
 Side of the Path M^o thus 4. IIII. the Whole of this Course 72 perch -
 N^o 38^o 30' East 220 perch and came out ^{one Rod} West of an Oak Staddle M^o Q
 this last Course runs near half a Mile the West Side of y^e Path by a
 Line of M^o Trees, N^o 14^o East 80 perch, N^o 4 perch came out 2... W^t of a Pine
 Staddle M^o 5. IIII. which is fifty Rods South of an Oak Tree in y^e street
 a little below Ben: Scott's, N^o 54 perch in y^e Whole to a Oak Tree -
 N^o 8^o 30' West 46 perch to the Middle of the Street against David Graver's
 House at the Straits N^o 26^o W^t 34 perch, N^o 19^o West 66 perch came out
 against Joseph Bolding's house, N^o 10^o West 20 perch to the Top of y^e hill -
 S^o of the Brook beyond the Straits, N^o 26 perch, N^o 38^o West 74 perch, N^o
 16^o West 4 Rods to a Pine Stake the West Side y^e Path the End of six Miles
 from Hatfield Meeting-house M^o 6. IIIII. 40 perch of the last Course in
 the Whole, N^o 25^o West 51 perch a Pine Staddle one Rod East of y^e Path &
 East of this Line M^o Q, N^o 9^o East 96 1/2 perch to a Pine Tree six feet W^t
 of the Path M^o Q, N^o 17^o East 76 perch to a pine Staddle East Side of y^e
 Path M^o Q, N^o 14^o West 20 perch to the Top of half Way hill a black oak
 Staddle a little East of it about 2 Rods Mark Q, N^o 8^o West 66 perch
 4t Rods of this Course complete Seven Miles from Hatfield Meeting
 house a Pine Staddle M^o 7. IIIII. N^o 14^o West 19 perch N^o 10^o West 75 1/2
 perch a Dead Pine the West Side the Path m^o, N^o 17^o 30' East 114 perch a
 Pine West of the Path 20 feet but the Line just by the Path, N^o 32^o East
 34 perch a White oak Staddle east Side y^e Path, East 41^o 30' N^o 42 Perch,
 N^o 41^o East 21 perch to a pine Stamp East Side the Path M^o 8. IIIII. 8
 Eight Miles from Hatfield Meeting house in the Whole 77 Rods One Rod
 East of an Oak Tree at Trary's Carthage, N^o 43^o East 38 perch to an Oak
 Stake half a Rod East of the Path, Line came out in the Middle of y^e Path
 N^o 19^o East 25 perch to the Brow of the Hill by muddy-brook bridge -
 W^t 31^o 30' N^o 17 perch to the Bank y^e West Side of the Muddy-brook -
 N^o 105 perch a frothed White Oak Tree, N^o 2^o W^t 70 to a Chestnut tree
 One Rod and an half East of the Path M^o 9. IIIII. Nine Miles from
 Hatfield Meeting house 112 Rods in the Whole to a poplar East of y^e
 Path M^o Q, N^o 22^o W^t 55 1/2 perch to an Oak Tree m^o Q in y^e Whole
 101 perch to a Stump half a Rod East of y^e Path m^o Q, -

A Way
 from
 Hatfield
 to
 Deerfield

Miles

2.

3.

4 Rods add
 ed on y^e W^t
 side of Gully
 6 1/2 Rods

4.

5.

6.

7.

8.

9.

N^o 15^o

H. Way } N. 15° West 25 perch 12 Links to a Large White oak mk^d Q N. 22° West.
 nom - + 102 perch a White oak Saddle the End of ten Miles from Hatfield -
 Hatfield } Meeting-house East of the Path mk^d 10: x: 1111111111, in the Whole
 Deerfield } 150 Perch to a White oak Saddle one Rod East of the Line N. 30° West
 38 perch and came out one Rod East of an Oak Bush mk^d Q N. 20° W.
 116 perch and came out one Rod East of a Maple Saddle mk^d Q -
 N. 20° East 22 perch to the Top of Long Hill - Continued of course in the
 Whole by 2 perch which carried us down the Hill just at Entrance
 of the Bars. Street one Rod East of a Chesnut Stake mk^d Q N. 3° E.
 59 perch to the upper End of the Street then N. 2° West 13 perch a Rod
 West of a Great Apple Tree in Mr. Dickinson's Lot mk^d Q N. 7° East 15-
 perch to a Cherry Saddle mk^d Q Last 44° N. 9 Perch of this Course an Elm
 Saddle in the Fence mk^d XI. Eleven Miles from Hatfield Meeting house
 in the Whole 35 perch to an Elm Saddle 1/2 p: 1/2 mk^d Q 1/2 7° N. 19 perch
 an Elm Saddle mk^d by a deep Gutter, N. 38° E. 33 perch to a Maple Saddle
 mk^d Q N. 17° E. 25 1/2 Perch, N. 8 perch, N. 21° E. 14 perch a great
 Poplar Tree N. 33° 30' East 56 1/2 perch to a Poplar Tree on a Ditch mk^d Q -
 N. 23° East 10 perch on a Ditch a White oak Tree mk^d Q N. 13° East 7 1/2
 an Oak Saddle half a Rod East mk^d N. 7° E. 40 perch, N. 37° E. 59 perch
 of this Course complete 12 Miles from Hatfield Meeting house Stake stands
 12. 13 Rods S. of Second Division Hill mk^d XI. the Whole of last Course 72 p:
 to the Top of S. Hill, North 22° East 46 perch, North 12 Degrees East 33 p:
 North 18 Degrees E. 40 perch came out one Rod East of the Path -
 N. 9° E. 30 perch into the Middle of the Path in the Course with a butter-
 nut tree in the Fence right ag^t the Middle of the hill, East 1° N. 18 perch
 wanting ten Links to N. Gate Post mk^d Q E. 0° N. 20 perch, E. 7° 30' S. 20
 Perch into the Middle of the Town Street (The Course of Deerfield Street)
 N. 17° 30' East 125 Rods right against the S. East Corner of Deerfield -
 13 Miles Meeting house, 90 Rods of this Course complete, thirteen Miles from
 Hatfield Meeting house just 35 Rods S. of Deerfield Meeting house a
 Stone set up the East Side of the Path near ag^t y^e Middle of y^e Lane -
 12 Rods of 22 Which turns out East by Ensign Wells's house, from the End of last -
 Need 9 Hour Course N. 17° 30' East - N. 16° East 155 perch 5 Links to y^e End of Deerfield
 the above Street - The aforesaid Road to be Six Rods Wide from Hatfield Meet-
 ing house to the North End of the Lane at y^e Place called the Bars -
 viz where y^e Lane strikes Mr. Sam^l Dickinson's fence there, and then
 to be two Rods Wide thro' the Meadow to the End of the Course N. 9° E.
 as described on the 15th Line next above this - and two Rods and a half
 Wide to y^e Town Street - and in the Town Street to be five Rods and
 a half Wide throughout to the N. End ag^t Mr. Ashley's to extend to
 an equal Distance from the Line we run throughout y^e Whole -
 Then viewed the Road thro' the Meadow, found we could not alter it
 to any Advantage till we came to the Small Brook that runs
 out of Aaron Denio's Lot at the foot of the Hill before we go
 up into Greenfield Street Where we began at a heap of stones
 on a Rock four feet N. of S. Brook three Rods West of Denio's
 Stone Wall near a Stub mk^d Q and from thence we run N.
 14° 30' East 60 perch to the Middle of Greenfield Street that runs
 East and West and it may be remembered that this Course it
 it had gone on would hit right ag^t the S. Corner of Daniel -
 Nash's Barn E. 10° 45' S. 45° perch in the Middle of the Street
 right ag^t the End of the Lane that turns North by the Side of -
 Joshua Wells's house thus far from where we last began viz at
 the foot of the Hill the Road Six Rods wide - N. 21° 45' East 24 perch
 about four Rods beyond the Barn, N. 37° 30' E. 30 perch - East 33°
 North 18 perch, thus far after we turned out of Greenfield Street
 the Road to be four Rods Wide, and then to be six Rods wide, N. 32°
 East 30 perch, N. 16° E. 30 perch, N. 22° 30' East 56 perch to a pine
 Tree a little beyond (2 p: 1/2) Hastings's right ag^t the S. End of Mr.
 Billings's

Width
 10 rods
 and
 2 rods

Billing's House mk^d Q East 33° 30' N° 20 Perch to a large Spruce tree marked Q N° 43° 30' East 15 Perch to a White Oak Staddle mk^d Q & then to turn into the road as it now goes and continue in it as it now goes six rods wide through Greenfield towards Northfield.

Then as to ^{the} road from Sunderland ferry to the road Nath^l Dwight Survey. leading from Hatfield to Deerfield We began at a White Oak Tree at the Bank of the river at s^d Ferry mk^d Q Where we requested a Piece of Land for the Convenience of s^d Ferry four rods above said Tree and Nine Rods below and Seven Rods Wide and from s^d Oak We run first W^t 5° N° 72 Perch to a black oak Stake Mk^d thus Q & H (Where we turned a road Down to Parker's House to meet Hatfield road of two Rods Wide which runs from s^d Stake S° 40° W^t 40 1/2 p^t to Hatfield Line) in the Whole 93 perch to a White Oak Tree mk^d Q and We continued the road toward Trary's W^t 38° S° 14 1/2 Perch to a black oak tree Mk^d Q W^t 5° N° 21 1/2 perch to a black Oak tree mk^d Q then N° 30° West 315 perch to Hatfield road where is a black oak Staddle which stands the West Side the Path mk^d Q just 29 p^t towards Hatfield from the light Mile Marks six rods Wide from the river to s^d Hatfield road -

Nath^l Dwight - Seal
Ebenezer Hunt - Do
Moses Marsh - Do
John Hunt - Do
Enos Nash - Do

Which Return was Now made in Manner as y^e Law direct and the same having been read and considered the Court say it is accepted and allowed - and order that the s^d Return be recorded and the Ways therein layed out be afterwards known & used as Common Highways - and y^e all N^onames on y^e same be forthwith removed -

We the Subscribers being appointed a committee to View y^e Road in Falltown where it goeth through Ebenezer and Remembrance Shelden's Land and lay said road on other Ground and narrow the same if We could Judge it reasonable and consistent with y^e Publick Utility Also to lay out a road from Deerfield Meeting house to the Ferry in the Occupation of Tho^s French Jun^r. Also to lay out a Road from Wait^s Ferry on the East Side of Connecticut River to the Road that leads from Hadley to Sunderland and being sworn by Joseph Hawley Esq^r to the faithful Performance of s^d Service having given seasonable Notice to all Persons Interested of the Time and Place of our Meeting On Monday the 30th of Oct^r 1782 Met at Hadley and proceeded to Falltown & Oct^r 31st began in the Country Road at or near the West Side of Remembrance Shelden's Land One Rod North of a black Oak Staddle mk^d Q from thence run East 17° N° 45° to a heap of Stones on the Row of a hill, E^t 4° S° 8 1/2 p^t to a Heap of Stones against Remembrance Shelden's Barn, E^t 3° N° 100 perch to a heap of Stones then E^t 13° S° 20 perch to a Stake & Stones Stake Mk^d Q half a rod N° of the Path, East 27° N° 20 perch to a Pine tree half a rod W^t of the Path mk^d Q East 14° N° 20 perch to a large black Oak Stake mk^d Q so to extend as the Road now runs to y^e East Side of s^d Shelden's Land, the Whole Length both in Remembrance's and s^d Ebenezer Shelden's to be six Rods Wide and the com^{tee} agree that it shall go as they have above described upon Condition s^d Shelden make a Good Bridge over dry Brook where We have now laid it He paying the Cost of One Day's Service y^e Line We run to be y^e Middle of s^d Road -

John Hunt Seal Nath^l Dwight Seal
Enos Nash Seal. Moses Marsh Seal
Ebenezer Hunt Seal

Then -

Then pursuant to the Order of Court laid out a Country Road from
 H. Way- } Deerfield Meeting house to the Ferry in the Occupation of Tho^s.
 from - } French Jun^r and agreed that the Road should lie as We laid
 Deerfield } it (Reference being herein had to the Road laid from Hatfield Meet-
 to } ing house to Deerfield Meeting house by y^e same Committee Who
 J. French's } laid out y^e Road next hereafter described Return Whereof was made
 Ferry - } at this Court recorded), from Deerfield Meeting house down to y^e
 twelve Mile Stake 13 Rods South of Second Division hill - from y^e
 Stake We run S^o 37^o West 23 perch and there We left Hatfield Road
 S^o 6^o E^t 60 perch about one Rod of the East Road, E^t 42^o S^o 52 perch
 to the Top of the Hill out of the Meadow one Rod North of a Cherry
 Tree m^d Q. E^t 32^o S^o 27 Perch to the Middle of Wapping Street -
 two Rods from the North Gate Post, S^o 30^o W^t 26 perch this Course
 Ends against the Door of Asahel Wright's House, S^o 5^o E^t 46 p^r
 right against Ebenezer Nims's Well, S^o 11^o W^t 60 perch to a heap
 of Stones against the Rail Fence, S^o 23^o E^t 66 perch a Stake m^d Q.
 S^o 20^o W^t 41 perch, S^o 4^o E^t 20 perch, S^o 14^o W^t 20 perch, this Course
 ends two Rods from or South of the Top of Long hill, a black oak
 Stake, S^o 11^o E^t 20 perch then S^o 1^o E^t 47 perch a Walnut Staddle
 half a Rod West of the End of this Course m^d Q., S^o 17^o E^t 32 1/2 p^r
 a Pine Stump half a Rod East of this Course m^d Q., East 22^o S^o 40 p^r
 to a Stake, S^o 11^o E^t 14 perch a pine tree m^d Q. S^o 3^o W^t 20 perch -
 a White oak Staddle m^d Q. west of y^e Path - then S^o 26^o East 30 p^r
 a Birch Staddle just over a Slough 1/2 a Rod West of this Course
 m^d Q., East 37^o S^o 12 perch, then E^t 10^o S^o 25 perch to a black oak
 Staddle m^d Q., S^o 12^o East 44 perch to an oak Stake, E^t 36^o S^o 32 p^r
 to a Black Oak Staddle, E^t 23^o S^o 32 perch this Course Ends 1/2 p^r
 West of a pine tree m^d Q., S^o 40^o E^t 47 perch to a White Oak Tree E^t
 of the Path m^d Q., S^o 18^o E^t 26 perch a White oak bush m^d Q., S^o 7^o E^t
 31 perch a pine tree m^d Q., S^o 11^o E^t 60 perch a Pine tree one Rod East of
 the Path, S^o 51 perch a Pine tree West of the Path ag^t the Turnip
 Yard, S^o 33^o E^t 16 perch, then East 28^o S^o 70 perch to a black Oak
 Staddle m^d Q., E^t 42^o S^o 54 perch, E^t 20^o S^o 47, S^o 14^o E^t 54 perch this
 Course runs across the Hill to a Walnut Stake in the Line of
 Nims's Lot, East 33^o S^o 30 perch down the hill one Rod over the
 Path, Stake, S^o 6^o E^t 10 perch to a Stake, S^o 24^o W^t 24 perch then
 S^o 39^o West 32 Perch, S^o 13^o W^t 7 perch to a Stake, W^t 34^o S^o 6 p^r
 to a White Oak Staddle just over the Brook in Trary's Field
 S^o 8^o W^t 95 perch to the Ferry a little down the Banks -
 The Committee there agreed there shall be a quarter of an Acre
 sequestered at S^r French's Ferry for the Use of the Ferry four perch
 Wide and ten Perch in Length five above and five below the
 Ferry all above the Banks - then went over y^e river and there
 agreed there should be sequestered for the Ferry forty eight Rods
 viz twelve Rods up and down the River four Rods Wide above the
 Banks six above and six below the Elm Staddle Which We m^d Q.
 an run from thence S^o 26 E^t 37 perch to the road in y^e Middle of -
 the Great Gate viz to y^e Road from Sunderland to Montague.
 And We agree the Road in Deerfield Meadow shall be two Rods
 Wide and after it gets out of the Meadow to the Brooks before
 We come to the Long Hill four Rods wide and from y^e Brook to
 the Top of Long hill ten Rods wide and from the Top of Long hill
 to French's Ferry four Rods Wide and on the other Side of the
 River from y^e Ferry to the Road that leads from Sunderland to
 Montague two Rods wide, Where We run proposed to be the -
 Middle of the Road Nov^r 3^d 1750

Nath^l Dwight Seal.

Moses Madsen Seal

Ebenezer Hunt - Seal

Enos Nash Seal John Hunt - D^o

And Pursuant

And Pursuant to the Courts Order prementioned to lay out a Road from Wait's Ferry to the Highway leading from Hadley to Sunderland We met at S^d Ferry Nov^r 3 1758 and after We had made an Elm Tree just by the Banks agreed four Rods up and down of River two above and two below said Elm and two Rods wide above the Banks should be sequestered for the Use of the Ferry then run from said Elm Tree East 32° S^d 43 perch to a Stake m^d Q about one Rod from the Ditch or Meadow Fence then S^d 10° E^t 14 perch to a Stake on the Brow of the Hill m^d Q then E^t 23° S^d 54 perch to a black oak stand near the Road that goes from Hadley to Sunderland m^d Q and We agreed the Road from S^d Ferry as far as it goes in the Meadow should be one Rod and an half wide and two Rods wide from the Meadow to the Country Road that leads from Hadley to Sunderland the Line where We wish to be the Middle of S^d Road -

Nath^l Dwight Seal
Eben^r Hunt Seal
John Hunt Seal

The foregoing Return of the Alteration and laying of the three last High Ways aforesaid was now made and the same having been read and considered by the Court is accepted and allowed and the Ways therein described ordered to be hereafter known as Common High Ways and that all Nuisances thereon be forthwith removed, also ordered that this Return be recorded in the Records of this Court -

An Account of the Damages done particular Persons in their Property by laying the aforesaid Highway from Deerfield Meeting House to French's Ferry according to our Estimation viz -

To Azariah Wright for crop of his Land	L. 5. 0.	To Capt Barnard L. O. O.	
To Daniel Arms	" 0. 6.	To Eben ^r Nim ^s L. O. 0.	
To Samuel Childs	" 7. 6.	To Nathan Ferry 3. 0. 0.	
To Capt. Barnard	" 9. 6.	To Jon ^a Graves	10. -
To Joseph Smeed	" 11. 0.		
To Consider Arms	" 16. 0.		
To Dea ^r Eleazer Hawks	" 16. 0.		

And from Wait's Ferry in Hadley allowed to particular Persons for crossing their Land viz -

To Nath ^l Kellogg	L. 3. 9.	Nath ^l Dwight
To Windsor Smith	" 19. 1.	Moses Marsh
To Aaron Cooke Ferry	1. 1. 3.	Eben ^r Hunt
Land and all		

Whereas at a Court of General Sessions of the Peace holden at Springfield for the County of Hampshire on the last Tuesday of Aug^r last We the Subscribers were appointed a Committee to lay out a Highway from the Bay Road near two Miles East of Moses Smith's house to the last Precinct in Hadley to the Meeting House in Sunderland Pursuant to the Order of S^d Court all Persons concerned were properly Notified and after Viewing We have laid said Road as follows - running in the Middle of S^d Road throughout the Whole & began at the Meeting House in said Sunderland run S^d 24° W^t 130 Rods to the Middle of the Lane said Road to be eight Rods wide then East 19° S^d 160 Rods then E^t 21° S^d 59 Rods then S^d 23° E^t 29 Rods then S^d 7° W^t 37 Rods then E^t 36° S^d 26 Rods then S^d 31° E^t 39 Rods then S^d 2° E^t 20 Rods then S^d 33° East 23 Rods then S^d 40° East 39 Rods then E^t 30° S^d 21 Rods then S^d 30° East 55 Rods then East 30 Rods then S^d 12° East 22 Rods then S^d 46 Rods then S^d 30° East 30 Rods then S^d 30° East 86 Rods by Isaac Hubbard's the Road from the Town Street to the N^o Side of Hubbard's House L^o to be four Rods wide then running S^d 39° East 22 Rods then S^d 23° East 55 Rods then S^d 26° East 74 Rods through Israel Hubbard's Land to the Town Highway the Road from the North Side of Isaac Hubbard's

53. Hubbard's House lot to ^{H. Way} High Way to be three Rods Wide - then ^{from} running S¹ 3² East 30 rods then S¹ 35² East 21 rods East 20² S¹ 18 rods then East 10² S¹ 39 rods then East 9² N² 46 rods running by Charles Chauncey's then East 44² S¹ 18 rods then East 6² S¹ 32 rods crossing ^{to the} corner of said Chauncey's Lot to a heap of Stones then S¹ 30² East 57 rods - then S¹ 20² Degrees East 12 rods then S¹ 40² East 15 rods S¹ 22² East 18 rods leaving the Path and going up the Hill by the Corner of the Burying Place then S¹ 40² East 18 rods then S¹ 44² East 28 rods then S¹ 21² East 24 rods to a heap of Stones in Hadley High Way then S¹ 2² E¹ 27 rods then S¹ 29² West 22 rods running on Barnard Wright's Land then -- 13² West 21 rods then S¹ 12² East 30 rods then S¹ 21² East 28 rods coming into the high Way by Charles Wright's then running S¹ 1² E¹ 160 rods in ^{to the} High Way then S¹ 39² West 102 rods crossing ^{at} Mill-River at ^{of} Old Bridge Place then S¹ 30² W¹ 36 rods then S¹ 44 rods into Joseph Clary's Land the Road from ^{of} Place where it leaves Israel Hubbard's Land coming into the Town High Way to the Northerly Side of ^{of} Clary's Land to be four Rods Wide then running S¹ 19² E¹ 18 rods to said Clary's House then S¹ 5² East 37 rods to Elisha Ingram's house then S¹ 6² West 40 rods then S¹ 18² E¹ 65 rods to Capt Smith's then S¹ 10² W¹ 55 rods by Nath^l Dickinson's Barn then S¹ 12² East 23 rods then S¹ 11² E¹ 26 rods then S¹ 16² E¹ 52 rods then S¹ 36² 38 rods then S¹ 19² E¹ 25 rods then S¹ 2² West 18 rods then S¹ 9² W¹ 18 rods then S¹ 10² E¹ 62 rods then S¹ 16² E¹ 100 rods to a Stake then S¹ 40² E¹ 20 rods running into the Town high Way to a Stake then S¹ 11² W¹ 174 rods to a Walnut Staddle with a heap of Stones then S¹ 5² E¹ 25 rods to an Oak Staddle with a heap of Stones then S¹ 11² W¹ 354 rods to the West End of Fort River Bridge then E¹ 33² S¹ crossing ^{of} Bridge 12 rods to a heap of Stones then S¹ 28² W¹ 30 rods -- then S¹ 2² W¹ 40 rods to a heap of Stones then S¹ 8² E¹ 20 rods then S¹ 17² E¹ 31 rods now leaving the Town Road running into Eben Williams's Land E¹ 31² S¹ 110 rods E¹ 5² S¹ 15 rods then E¹ 41² S¹ 49 rods by Corner of -- Road's thence on the Westerly Side of his House then S¹ 22² E¹ 90 rods then E¹ 15² S¹ 32 rods to a heap of Stones in the Town high Way then S¹ 14² E¹ 100 rods to a heap of Stones then S¹ 10² W¹ 70 rods to a Stake then S¹ 11² W¹ 29 rods to a Stake & heap of Stones now leaving ^{of} Town Road running S¹ 12² E¹ 64 rods then S¹ 35² E¹ 20 rods to a heap of Stones - then S¹ 11² E¹ 50 rods then S¹ 8² E¹ 34 rods then S¹ 18² E¹ 60 rods then S¹ 39² E¹ 60 rods then S¹ 45² E¹ 19 rods then S¹ 19² E¹ 36 rods - then S¹ 38² East 30 rods then S¹ 30² E¹ 90 rods to ^{of} Bay Road - ^{of} Width of the ^{of} Country Road to be as follows, from ^{of} Northerly Side of Joseph Clary's Land to the Town Road near Isaac Goodale's to be three rods wide from ^{of} Place where ^{of} Road comes into the ^{of} Town Road near ^{of} Goodale's to Fort River Bridge to be ten Rods Wide from ^{of} West side of ^{of} Bridge to Eben Williams's Land four rods Wide from ^{of} Westerly End of ^{of} Williams's to the Town High Way by ^{of} North East Corner of Nath^l Coleman's ~~lot~~ lot to be three rods Wide from ^{of} North East Corner of Nath^l Coleman's ^{of} Road to be six Rods wide until it leaves said Town Road & from thence to the Bay Road to be three Rods wide The above described Road was laid out by us ^{of} Subscribers being a Committee under Oath. Nov^r 15. 1750 -

Sam^l Smith Seal Daniel White - Seal
 Elisha Hubbard D^o . Sam^l Modman - D^o
 Eba: Dickinson - D^o

The above Return was now made in Manner as ^{of} Law directs - And the same having been read & considered by ^{of} Court - is allowed - and Ordered that it be recorded and the same after known & used as a high Way and that all Nufames that are on the same be forthwith removed -

An Account of the Damages done particular Persons in their Property by the laying out the aforesaid Way according to our Estimation

To Israel Hubbard for running across his Land	£5. 0. 0	} Estimate of Damages
To Joseph Church for Do	2. 0. 0	
To Samuel Hawley for Do	6. 0. 0	
To W ^m Botwood for Do	0. 10. 0	
To Eben Williams for Do	3. 0. 0	
To Isaac Goodale for Do	1. 6. 0	

Dan^l White
 Sam^l Bodman
 Cha^s Dickinson
 Sam^l Smith
 Eliza Hubbard

The foregoing Judgments & Orders made and entered up and then the said Court adjourn'd without Day

Attest W^m Williams Cler^k

Hampshire ss. Anno Regni Regis Georgii Secundi magnae Britanniae Franciae et Hiberniae tricesimo Secundo - February
 Inferior Court
 At his Majesty's Inferior Court of Common Pleas begun and held at Northampton within and for the County of NH - 1739.
 Hampshire on the Second Tuesday of February being the 13th Day of said Month Anno Domini 1739 -

Justices of said Court

Present

Joseph Dwight Esq^r
 Israel Williams Esq^r
 Josiah Dwight Esq^r
 Tim^l Dwight Jun^r

Jury for Trials

Samuel Bodman Jur^{or}
 John Morgan Jur^{or}
 John Hunt
 Jonathan Strong
 John Baker Jur^{or}
 Simeon White
 John Moseley
 Samuel Noble
 David Childs
 Noah Baker
 Jonathan Graves de Tal^l
 Noah Strong

John Rutherford Plt^f vs Anthony Austin Def^t - this Action was originally commenced to have been heard and tried at the Inferior Court of Common Pleas held at Northampton on the Second Tuesday of Nov^r 1737. but has been continued from Court to Court to this Court and now the Plt^f being three Times called was Nonsuit & of Def^t Defaulted.

John Nelson the Third Plt^f or John Nelson 2^d Deft. This Action
 Nelson³ was originally entered at the last August Court and the Parties then
 entered into a Rule of Court to refer the Same as by the Records of said
 Nelson 2^d Court appears and it has been continued from Court to Court to
 Court to this Court and Now the Plt^f tho three Times solemnly
 called to come into Court came Not but was Nonfuit upon which
 the Deft comes and moves that He may be allowed his Costs -
 Its considered that the Deft recover ag^t y^e Plt^f his reasonable
 Costs taxed at £

Old
 or
 Colton Robert Old Yeoman Plt^f or Charles Colton Yeoman Deft. this
 Action is further continued by Order of Court to the next Inferior
 Court of Common Pleas to be held at Springfield in and for this
 County on the Third Tuesday of May Next

Idem App^r
 or App^r Robert Old Yeoman App^r or Charles Colton Yeoman App^r this
 Action is further continued by Order of Court to the next Inferi
 or Court of Common Pleas to be holden at Springfield within &
 for this County on the Third Tuesday of May next

Hastings
 or
 Bishop Lemuel Hastings of Charlestown in the Province of New-
 Hampshire Yeoman Plt^f or Gould Bishop of Rehoboth in
 the County of Bristol Yeoman Deft. Whereas the said Lemu
 el Hastings before the Justices of the inferior Court of Common
 Pleas holden at Springfield within and for the County of Hamp
 shire on the twenty fifth Day of August in the twenty sixth
 Year of y^e present Kings Reign by the Consideration of the said
 Justices by y^e Name of Lemuel Hastings of a Place called No. 4.
 in the Province of New Hampshire Husbandman otherwise
 called Lemuel Hastings, of Hatfield in y^e County of Hampshire
 in the Province of the Massachusetts Bay in New England
 recovered ag^t Gould Bishop aforesaid by y^e Name afores
 said the Sum of thirty five Pounds, eight Shillings, and five
 Pence lawful Money Debt and two Pound, Eleven Shilling &
 five Pence for Costs and Charges by him about his Suit in
 that Behalf expended Whereof the s^d Gould is convicted as
 appears of Record and altho Judgment be thereof rendered
 yet the Execution for s^d Debt and Cost doth yet remain to
 be done Whereof the s^d Lemuel hath supplicated the King to
 provide Remedy for him in this Behalf and to the End that
 Justice might be done it was by Command of the King -
 made known unto the said Gould Bishop to be before this
 Court to shew cause if any he have wherefore the s^d Lemuel
 ought not to have his Execⁿ ag^t him the s^d Gould Bishop
 for his Debt and Cost aforesaid and further to do and receive
 what by this Court might be considered as by the Writ of -
 Scire facias and Return thereon endorsed under the hand of
 the Sheriff on File appears - The Parties appear and the
 said Gould Bishop pleads and says that the said Lemuel
 ought not to have his Execⁿ ag^t him for his Debt and Cost
 mentioned in his Decon as recovered ag^t s^d Gould for altho true it is -
 that the said Lemuel recovered the Same as in his Declaration is -
 set forth yet he further says that the said Lemuel afterwards viz
 on the 2^d Day of Oct^r 1752 at Hatfield in s^d County of Hampshire
 sued out a Writ of Execⁿ on the Same Judgment in due form of
 Law directed to the Sheriff of the County of Bristol his Under -
 Sheriff or Deputy commanding them that of the Goods, Chattels or
 Lands of the said Gould they should pay and satisfy to s^d Lemuel
 the Sum of the Debt and Cost recovered as aforesaid and for Want
 thereof that they should take the Body of the said Gould and
 commit him to his Majesty's Goal in Taunton in s^d County

And him detain there in their custody in ^{the} Goal until he should pay the same Sums and the fees of the Sheriff or until he should be discharged by the said Lemuel or otherwise by Order of Law and said Gould says that one John Wilmouth a Deputy Sheriff under the then Sheriff of ^{the} County of Bristol afterwards viz on the 10th Day of ^{the} 2^d Oct^r took the Body of said Gould by Virtue of said Writ and for Want of Estate of ^{the} Gould to satisfy the same on the Next Day - Committed him to his Majesty's Goal in Taunton in said County of Bristol (viz at said Hatfield) there to be kept according to the Directions of ^{the} Writ of Exce^m as afores^d and said Gould says that he was then and there unable to support himself in Prison and thereupon in agreeable to Directions and Provisions of one Law of this Province made for the Relief of poor Prisoners for Debt made in the fifteenth Year of his present Majesty's Reign Application was made on his Behalf to Two Justices of the Peace for ^{the} County of Bristol Quorum Unus by the Keeper of ^{the} Goal that ^{the} Gould might have the Benefit of said Act and thereupon it was so proceeded and that according to several Directions in said Act that the said Gould was on the 25th Day of ~~November~~ December 1752 admitted to and had by said two Justices administered to him the Oath that is in said Act prescribed and in such Manner as therein directed and certificate thereof then and there made by said Justices under their Hands and Seals to said Goaler according to the Directions of ^{the} 2^d Act and no Security being then and there given to the ^{the} Goaler by the ^{the} Lemuel for Payment of any Money for the Support of the said Gould he was agreeable to ^{the} Directions of the said Act then and there discharged from the said Imprisonment and set at Liberty and has ever since been at Large All Which the said Gould is ready to prove and the said Gould says that by said Act he was thereon intitled to an Exemption from the Arrest or Imprisonment of his Body by any Writ of Exce^m that might Issue on the same Judgment and that by Law the said Lemuel is not intitled to Execution on the Judgment aforesaid in Manner and Form as the Plt^f in his Declaration supplicates and supposes all which he is ready to prove and thereof prays Judgment and Judgment for his Cost. And the Plt^f says that the aforesaid Plea by the Def^t aforesaid pleaded is insufficient in Law to preclude him from having his Writ of Execution of ^{the} Judgment ag^t the ^{the} Def^t viz either a Writ of Execution called a Writ of Elegit or a Writ of Execution called a Writ of fieri facias Wherein there shall be no Exception made but of the Def^t - Wearing apparel Bedding for him and his family and Tools necessary for his Trade or Occupation and that to that Plea in Manner and Form pleaded he has no need nor is he held by the Law of the Land to answer and this he is ready to verify Wherefore for Want of a sufficient answer in this Behalf the Plt^f prays Judgment and that a Writ of Execution to wit - Elegit may be awarded - And the Def^t says his plea is sufficient - The Parties being fully heard upon the foregoing Pleas It is Considered by the Court that the Plt^f shall have the Writ of Execution called Elegit above prayed for ^{ag^t the Def^t in Case} for the Sum of thirty seven Pounds Nineteen Shillings and ten Pence lawful Money Debt and Cost of Court taxed at three Pounds & five Pence. The Def^t by his Attorney John Worthington Esq^r now moves that he may have an Appeal allowed him from the Judgment of this Court to the next Superior Court of Judicature to be holden at - Springfield in and for this County on the fourth Tuesday of September Next and recognized with Sureties according to Law to prosecute such Appeal with Effect &c. - And the Question was then put whether there went an Appeal from this Judgment of Course Upon Which the Justices were ~~divided~~ divided two of their Honors being for and

Two

Two against the Appeal - it was hereupon urged by the Attorney on the Part of the Deft that it had been the Practice of this Court when the Court upon a Motion made was divided to give Judgment in Favour of the Party making the Motion. The Plaintiff was then put whether when the Court upon a Motion made were divided Judgment was to be rendered in Favour of the Party - making such Motion upon which their Honors were again divided Two being for & two against such a Judgment.

It is 22nd Mar. 1759

Willard
vs
Thornton
Levi Willard of Lancaster in the County of Worcester Gent^l Plaintiff vs Gilbert Thornton of Springfield in this County Gent^l Defendant in a Plea of the Case wherein he demands two Pounds 3/4 due by a Note dated the 12th of May 1756 with the Interest as by s^d Willard's Writ on file is at Large set forth. This Action was originally commenced to be heard at the last Court but was by Order of Court then continued to this Court and now the Deft - tho' three Times solemnly called to come into Court came not but made Default. It is Considered by the Court that the Plt^f shall recover ag^t the Deft & 20th 1 lawful Money Damages and Cost of Court taxed at £2 19 11.

McColley
vs
Church
Alexander McColley of Hadley in the County of Hampshire Plaintiff vs Nathaniel Church Jun^r of the same Place Defendant in a Plea of the Case &c. This Action was originally commenced to be heard and tried at last Court but was then continued to this Court. and Now the Plt^f being three Times called was Nonfit and the Deft Defaulted.

Davis
vs
Gibbs &c.
Mary Davis the Younger of Greenwich in the County of Hampshire Single Woman and Spinster Plt^f vs John Gibbs Yeoman and Tho^s Gibbs Yeoman both of s^d Greenwich and Joseph Kind of Pelham in the same County Yeoman Defts. In a Plea that they render to the Plt^f fifty Pounds lawful Money of the Province of the Massachusetts Bay in New England which they owe the Plt^f and unjustly detain from her for that whereas the Defts on the 17th of Novem^r 1750 at said Northampton by their Bond bearing Date the Day & Year last aforesaid in Court to be produced bound themselves by the Names following that is to say the said John by the Name of John Gibbs of Greenwich in the County of Hampshire and Province of the Massachusetts Bay in New England Principal & Thomas Gibbs of said Greenwich and Joseph Kind of Pelham in said County - Sureties to the Plt^f by the Name of Mary Davis the Younger of said Greenwich in the aforesaid Sum of fifty Pounds lawful Money of the said Province to be paid to the Plt^f when they should be thereto required yet the Defts or either of them tho' often thereto required have not paid said fifty Pounds or any Part thereof to the Plt^f but they wholly deny to do it to her Damage the Sum of Sixty Pounds - And John Gibbs the abovenamed Principal by his Attorney comes into Court and confesses the Forfeiture of the Bond declared on and prays to be heard in Chancery And after a full hearing - It is Considered that the Plt^f shall recover ag^t the Defts the Sum of three Pounds Eighteen Shillings lawful Money being the Chancery of s^d Bond Debt and Cost of Court taxed at One Pound Eighteen Shillings - The Defts by John Gibbs appeal from the Judgment of this Court to the Next Superior Court of Judicature to be held at Springfield within and for the County of Hampshire on the fourth Tuesday of September Next Who recognized with Sureties as the Law directs to prosecute his Appeal there with Effect as by s^d Recognizance on file appears

Solomon Aikens of Hardwick in the County of Worcester Husbandman App^t or Stephen Fairfield of Goldspring so called in the County of Hampshire husbandman App^{lee} from a Judgment rendered ag^t him the App^t at a Trial before Sam^l Mather Esq^r one of his Majesty's Justices of the Peace for this County on the 18th of January 1755 at his Dwelling house in Northampton when and where the App^t was the Pl^t and the App^{lee} Def^t in a Plea of the Case for that the Def^t on the Eleventh of December 1755 at Northampton aforesaid by his Note for Value received promised the Pl^t to pay him thirty two Shillings on or before the fifteenth Day of the same December yet the Def^t tho' often thereto requested has not paid said Sum to the Pl^t but he wholly denies to do it to his Damage the Sum of forty Shillings - at which Trial aforesaid the said Fairfield appeared and pleaded that he never promised in manner and form as the Pl^t in his Declaration had alledged and prayed Judgment thereof and a Judgment for his Cost and the Pl^t likewise pray'd Judgment - and after a full hearing of the Parties, by the Consideration of the said Justice the Def^t recovered a Judgment for his Costs taxed at six Shillings from which Judgment the Appellant appealed to this Court and recognized according to Law to prosecute his Appeal herewith Effect The Parties now appear - and the said Fairfield upon his original Plea to Issue now puts himself on the Country, and J App^t likewise - Upon which Issue being joined and the Parties fully heard of Case was committed to the Jury Mr Samuel Bodman Foreman and Tallow Who returned their Verdict on Oath that They find for the Appellant Reversal of the former Judgment the Sum of one Pound twelve Shillings Damages and Cost of Courts - It is therefore considered by the Court that the former Judgment be and hereby is reversed and that the App^t recover ag^t the App^{lee} the Sum of one Pound twelve Shillings lawful Money Damages and Cost of Courts taxed at four Pounds 12^s - Execution 1st 3rd March 1759 -

Hopewell Kinds of Greenwich in the County of Hampshire Gent. Pl^t vs Samuel Owen Jun^r of New Salem in said County Yeoman. Def^t. In a Plea of the Case for that Whereas the Pl^t at our last Inferior Court of Common Pleas held at Northampton within and for our County of Hampshire on the Second Tuesday of February last sued Samuel Owen the Def^t Father and the Def^t and one Joseph Owen in an Action of Ejectment wherein the Pl^t demanded against them forty five Acres of Land lying in New Salem aforesaid being Part of Third Division Lot No 30 said Part beginning at the West End thereof and running from thence easterly seventy two rods in Length including the Whole Breadth of s^d Lot with the Appurtenances and the Pl^t at our s^d Court recovered the Judgment of our s^d Court against the said Samuel Owen and the present Def^t and the s^d Joseph for the Possession of the above described Premises and his Costs from which Judgment of our said Inferior Court the said Samuel Owen and the present Def^t and the said Joseph appealed to our then next Superior Court of Judicature Court of Assize and General Goal Delivery to be held at Springfield within and for our said County of Hampshire on the fourth Tuesday of Sept^r then next and recognized to prosecute their Appeal with Effect The said Samuel Jun^r being desirous to hold said Premises on the Eighteenth Day of September last at New Salem aforesaid by writing by him signed agreed under took engaged and faithfully promised to and with the Pl^t in Manner following that is to say in Consideration that the Pl^t then and there at the special Instance and Request of him the Def^t had promised him the Def^t that he the Pl^t would not in any Manner whatsoever prosecute his said Action of Ejectment at our said Court to which the same was appealed and that he would not in any Manner sue for the Affirmation of s^d Judgment

50.
Hinds
or
Given, Judgment of our Inferior Court aforesaid and also of the Pltff & there and there promising him the Deft. that (upon his the Deft's performing and executing what he the Deft then and there on his Part promised to do and perform as is herein after declared) he the Pltff would quit his claim to the Premises above described to him the Deft he the Deft by Writing by him signed did then and there faithfully promise undertake and engage to the Pltff that the Appeal of the Appellants abovenamed from the Judgment abovesaid should not be entered or in any Manner whatsoever prosecuted at our Court then next to be held at Springfield aforesaid on the fourth Tuesday of September aforesaid by said Appellants or either of them or by any body for them and also that he the Deft would on or before the twenty first Day of said September give to the Pltff good Security by Bonds or bonds well and lawfully executed wherein he the Deft as Principal and one Jonathan Noling of Brimfield or some other Man to the Acceptance and Satisfaction of the Pltff as Surety should be bound to the Pltff in a reasonable Penal Sum for the Deft's paying to the Pltff twenty six Pounds lawful Money within three Months from said twenty first Day of September and a further Sum of ten Pounds thirteen Shillings and four Pence within six Months from the same Day and the Pltff in fact declares that he the Pltff kept his Promise made to the Deft as abovesaid and has never in any Manner prosecuted his Action at said Superior Court but he declares that in direct Breach of the said Promise and Undertaking of the Deft the abovenamed Appellants did prosecute their Appeal abovesaid at our last Superior Court of Judicature Court of Assize and General Goal Delivery held at Springfield within and for our County of Hampshire on the fourth Tuesday of September last by entering the same in said Court and appearing thereon and by procuring the Pltff to be called and because the Pltff did not appear to prosecute his said Action at our said Court the said Appellants procured Judgment to be entered against him the Pltff that They said Appellants should recover against the Pltff their Costs of Court taxed at Six Pounds and have also sued out our Writ of Execution on said Judgment and have procured said Sum of Six Pounds together with the Officers Fees being thirty Shillings to be levied by Sale of the Pltff's personal Estate and the Pltff further declares that altho' said twenty first Day of September be long since past and tho' the Deft has been often thereto required yet he the Deft has not given or offered to give to the Pltff the Security abovesaid which he promised as abovesaid to give to the Pltff for the Payment of the Sum of twenty six Pounds thirteen Shillings and four Pence and the Sum of ten Pounds thirteen Shillings and four Pence or any Security whatsoever but has wholly refused and neglected to keep perform or fulfil any or either of his said Promises or Undertakings above set forth and declared of and has broke and made Default of performing any and all of them to the Damage of the said Pltff till the Sum of Sixty Pounds. The Parties in this Case appear and the said Samuel the Deft. Defends and says, reserving to himself the Liberty of giving any special Matter in Evidence under a General Issue, that he never promised in Manner and Form as the Pltff hath set forth in his Declaration and thereof puts himself on the Country. Upon Which Issue being joined the Evidences produced in Court and read and the Parties fully heard the Case was committed to the Jury Mr Samuel Bodman Foreman & Tellors Who returned their Verdict upon Oath that They find for the Pltff thirty seven Pounds sixteen Shillings & eight Pence Damages and Cost of Court.

It's here-

Its hereupon Considered by the Court that the Plt^y shall recover against the Def^t the Sum of thirty Seven Pounds Sixteen Shill^l and eight Pence lawful Money Damages and Cost of Court taxed at - Hind
Owen
The Def^t appeals from the Judgment of this Court to the Next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September Next and recognized with Sureties as the Law directs to prosecute his Appeal there with Effect as by said Recognizance on file appears -

Robert Abernombie of Pelham in the County of Hampshire Clerk - Abernombie
Plt^y or The Inhabitants of the Town of Pelham in said County Defend^t in a Plea of Trespass on the Case wherein said Abernombie demands against the said Inhabitants of s^d Town the Sum of One hundred & Seventy Seven Pounds Sixteen Shillings lawful Money being of the Salary due to him from s^d Town as their Minister &c. as is at large set forth in the Writ on file. The Parties in this Case appear viz the said Robert personally and the said Town by Alexander Muner their Agent and Attorney and enter into a Rule of Court to refer this Case and also to submit all Contracts Actions disputes Controversies and Demands respecting any personal Matters now subsisting between them - The Plt^y chose Oliver Partridge of Hatfield Esq^r the Def^ts chose Thomas of Deerfield Esq^r and the Court appointed Timothy Woodbridge of Stockbridge Esq^r Who are to hear the Parties consider the Case and all personal Matters submitted to them and make Report to the next Court Whose Determination or any two of them is to be final and the Action is continued in the mean Time.

James Smith of Sheffield in the County of Hampshire - Smith
Miller Appellant or Enos Jones of Number three in the same County Husbandman App^{lee} from a Judgment rendered against the said Appellant at a Trial before Sabsy Ward Esq^r One of his Majesty's Justices of the Peace for the County of Hampshire at his Dwelling House in New Marlboro' on the tenth Day of December Anno Domⁱ 1750. when and where the said Enos was Plt^y and the said James was Defend^t in a Plea of the Case for the Recovery of the Sum of ten Shillings lawful M^o or two Bushels and a half of Wheat Which Sum the said James on the eighteenth of November last at said Sheffield owed the Plt^y to balance Account and then and there promised him to pay him the same on Demand or to deliver him two Bushels and an half of Good Wheat on Demand yet has never paid s^d Sum nor delivered said Wheat tho often requested but neglected it to the Damage of the said Enos twenty Shillings at Which s^d Trial the Parties appeared and the s^d James pleaded that he never promised &c. Upon Which Issue Judgment was rendered that the said Enos should recover against the s^d James ten Shillings lawful Money Damages and Cost of Court from Which Judgment s^d said James appealed to this Court and Now the Parties appear and enter into a Rule of Court to refer this Case the App^l chose M^r Ephraim Wright the Appellee chose Joseph Moulton Gent. and the Court appointed M^r John Arms Who are to hear the Parties consider the Case and make Report to this Court Whose Determination or any two of them is to be final - And the Referees to Whom this Case was referred now come into Court and Report that they Judge and determine the said Jones shall recover of said Smith ten Shill^l Damages and Cost of Court and Cost of this Reference. Its therefore Considered by the Court that the said Jones shall recover ag^t the said Smith the Sum of ten Shill^l lawful Money Dam^g & Cost of Court taxed at £3.10.

39- Ebenezer Fletcher of Salisbury in Litchfield County in Colony
 Fletcher } of Connecticut Yeoman Pltff vs Thomas Whitney living on ~~Br~~
 or } ~~anna~~ Land commonly called Nobles town west of Sheffield in the
 Whitney } County of Hampshire Gent Deft in a Plea of the Case for the
 Recovery of Seven Pounds Nine Shillings New York Money which
 the Pltff says is worth five Pounds Eleven Shillings and Nine Pence
 lawful Money Which the Deft at Springfield on the 23^d of
 March 1750 by his Note for Value rec^d then promised to pay him
 as p the Writ on file is fully set forth. the Deft in this Case tho'
 three Times solemnly called to come into Court came not but
 made Default ~ It's therefore considered by the Court that
 the Pltff shall recover against the Deft the Sum of Four Pounds
 Six Shillings and two Pence lawful Money Damages and Cost
 of Court as p Bill allow^d. at two Pounds 15/3

Ex^{ce} is 20th Feb^y 1759.

Jones } Enos Jones of a Place called N^o 3. in the County of Hampshire
 App^t } Appellant vs James Smith of Sheffield in the Same County Miller
 Smith } App^{lee} from a Judgment rendered against him Enos at a Trial
 App^{lee} } before John Ashley Jun^r Esq one of His Majesty's Justices of Peace
 for the said County at Sheffield on the 20th Day of December 1750 -
 when & Where the said James was Pltff and the said Enos was -
 Deft in a Plea of the Case for that the Deft at s^d Sheffield on the
 first of November last owed the Pltff sixteen Shillings and Nine
 Pence to balance Accounts according to that annexed to the Pltff's
 Writ and then and there promised the Pltff to pay him the same
 on Demand but has tho' requested ever neglected it to the Damage
 of the said James forty Shillings - At which said Trial Judgment
 was rendered by 2 Justice that the said James should recover
 against said Enos sixteen Shillings Money Damages and Cost the
 from Which Judgment the said Enos appealed to this Court.
 and recognized according to Law to prosecute his Appeal with
 Effect - And now the Parties appear and enter into a Rule of
 Court to Refer this Case the Appellant chose Joseph Houlton
 Gent. the Appellee chose Mr Ephraim Wright and the Court
 appointed Mr John Lums Who are to hear the Parties consider
 the Case and make Report to this Court Where Determination
 or any two of them is to be final - And the said Referees now
 report that They having heard the Parties and maturely considered
 the Case do adjudge and determine that the said Jones shall
 recover ag^t the said Smith Costs of Court and Cost of this Refe-
 rence - Which Report is accepted - And It's therefore considered
 by the Court that the said Jones shall recover ag^t the said Smith
 Cost of Court and Cost of the Reference taxed at £4.4.3 -

Church } Joseph Church of Hadley in the County of Hampshire Geo-
 or } man Pltff vs John Conhee of Belham in the same County Geo-
 Conhee } man Deft in a Plea of Trespass on the Case for that Whereas
 the Pltff on the first Day of August last was possessed of a
 bay coultured Mare of the Breed of eight Pounds as of his own
 proper Mare and being so possessed of said Mare afterwards
 on the same Day and Year at said Hadley lost said Mare out
 of his Hands and Possession and afterwards on the same Day &
 Year at said Belham said Mare came into the Hands & Possession
 of the Deft by finding nevertheless the Deft knowing the said
 Mare to be the Pltff's and of right to appertain and belong to him
 the Pltff and intending to defraud the Pltff in this Behalf has
 not delivered the said Mare to the Pltff tho' he the Deft has been
 often thereto requested by the Pltff but the Deft afterwards viz
 on the 30th Day of December last at said Belham converted &
 disposed said Mare to his the Deft's proper Use and Benefit to
 the -

the Damage of the said Joseph Church as He saith fifteen Pound. Both Parties appear in Court and the said Conhee defends & says that He is not guilty in Manner and Form on the P^lty in his Declaration has alledged and thereof puts Himself on y^e Country Upon Which Issue being joined and the Evidences produced in Court and read and the Parties fully heard the Case was committed to the Jury Mr. Samuel Bodman Foreman and fellows Who returned their Verdict on Oath that they find for the Deft Cost of Court - It is therefore Considered by the Court that the Deft shall recover ag^t the P^lty Cost of Court taxed at -

James Watson of Westfield in the County of Hampshire Geo^rman P^lty or Matthias Smith lately of Springfield in the same County Sadler Deft in a Plea of the Case for that the Deft at s^d Westfield by his Note dated 3^d June 1750. then promised the P^lty for Value rec^d to pay him twenty two Pound, seventeen Shill^l and Nine Pence half Penny Lawful Money on Demand with Lawful Interest till paid yet the Deft tho' often thereto request ed has never fulfilled his said Promise but unjustly neglects it to the P^lty Damage twenty five Pounds - The Parties appear and the said Smith comes and defends, and reserving Liberty to Himself to make a New Plea or alter his Plea at the Trial on y^e Appeal, now pleads that he never assented the P^lty as he has alledged and thereof v^{er} And the P^lty Consenting says the Deft's Plea is an insufficient Answer to his Deion and that by Law he is not held to make Answer thereto & of this Jury J^{udg} and Judgment for his Damages and Cost - And the Deft says his Plea is sufficient - It is therefore Considered by the Court that the P^lty shall recover against the Deft the Sum of Nineteen Pound, 8/11. Lawful Money Damages and Cost of Court taxed At two Pound, 2/1 the Deft by his Attorney John Worthington - v^{er} appeals from the Judgment of this Court to the Next Sup^r Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and recognized as the Law directs for the prosecuting his Appeal there with Effect as p^o Perog^e on file appears -

William Scott of Palmer in the County of Hampshire Geo^r P^lty or John Mascarene of Boston in the County of Suffolk Esq^r Deft in a Plea of the Case for that the Deft at said Palmer on the last Day of September last past owed the P^lty thirty three Pound Nineteen Shillings and two Pence three Farthings for Labour and Service done for him before that Time, to balance Accounts according to the Account to the P^lty Writ on file annexed and then and there promised the P^lty to pay him the same on Demand yet the Deft tho' often thereto requested hath never paid the same nor any Part thereof to the P^lty but unjustly neglects and refuses to do it to his Damage as he saith forty Pounds - Both Parties appear - And the Deft comes & Defends and reserving to himself the Liberty of altering his Plea or making a New Plea on the Trial on the Appeal says the Amount declared on is not his act and deed and thereof v^{er} And the P^lty Consenting says the Deft's Plea is an insufficient Answer to his Declaration and that by Law he is not held to make Answer thereto and thereof prays Judgment v^{er} And the Deft says his Plea is sufficient - It is therefore Considered by the Court that the P^lty shall recover against the Deft the Sum of thirty three Pound, Nineteen Shillings and two Pence three Farthings Lawful Money Damages and Cost of Court taxed at two Pound, 10/9 -

The

The Deft. by John Worthington Esq. his Attorney appeals from the Judgment of this Court to the Next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and recognized with Sureties as the Law directs for prosecuting his appeal with Effect there as by said Recognizance on file appears —

Fowler or Church } Willard Fowler of Westfield in the County of Hampshire
Yeoman Plt vs Malachi Church lately of Hadley in the same
County Yeoman Deft in a Plea of the Case for the Recovery of
Seven Pounds eight Shilling, and two farthings to balance Acounts as by the Writ on file is fully set forth — In this Case the Deft. being three Times solemnly called to come into Court made Default — It's therefore considered by the Court that the Plt shall recover against the Deft the Sum of Seven Pounds eight Shilling, and two Farthings lawful Money Damages and Cost of Court taxed at two Pounds four Shilling —

Ashley or Steward et al } Miriam Ashley of Westfield in the County of Hampshire
Gentlewoman Plt vs Samuel Steward Yeoman and Henry Steward
Yeoman lately of Hartford in the County of Hartford now both of
Westfield in the County of Hampshire aforesaid Defendants in
a Plea that they render to her Sixty Pounds lawful Money which
to her they owe and from her unjustly detain and whereon she
says that at said Westfield on the 26th Day of May last and in
the 31st Year of his Majesty's Reign the said Samuel & Henry by
their Bond under their Hands and Seal of that Date in Court
to be produced bound and obliged themselves by the Name of
Samuel Steward and Henry Steward both of Hartford in & Colony
of Connecticut Yeomen to the Plt in the Sum of Sixty Pounds to be
paid her on Demand yet neither said Samuel and Henry or
either of them have ever paid the same tho' often requested
but neglect it to her Damage Sixty Pound — The Parties in this
Case both appear — And the Defts come and defend and re-
serving to themselves the Liberty of altering their Plea or making
a New Plea on the Trial on the Appeal now say they are not
the papers as the Plt has alledged and thereof &c — And the
Plt. consenting says the Deft's Plea is an insufficient Answer
to her Declaration and that she is not by Law held to make
Answer thereto which she is ready to prove and thereof &c —
And the Defts say their Plea is sufficient — It's hereupon —
considered by the Court that the Plt shall recover against
the Defts the Sum of Sixty Pounds lawful Money Debt and
Cost of Court taxed at One Pound sixteen Shillings and two
Pence two Farthings — The Deft by Mr. Cornelius Jones their
Attorney appeal from the Judgment of this Court to the next
Superior Court of Judicature to be holden at Springfield in &
for the County of Hampshire on the fourth Tuesday of September
next and recognized with Sureties as the Law directs for their
prosecuting their Appeal with Effect there as by said Recognizance on file appears —

Eadem or Colton } Miriam Ashley of Westfield in the County of Hampshire Gentle-
woman Plt vs Noah Colton of Greenwich in the same County
Yeoman Deft in a Plea that he render &c — This Action was
continued by Order of Court to the Next Inferior Court of Com-
mons Pleas to be holden at Springfield in this County and for &
same on the Third Tuesday of May Next —

John Downing of the Place called Ware River Parish in the County of Hampshire Yeoman Pltff vs Joseph Munsell of Westfield in the same County Yeoman Deft. in a Plea of the Case wherein he demands three Pounds ten Shillings and the Interest due by a Note bearing Date August 15th 1757. As p the Writ on file - in this Case the Deft tho' three Times solemnly called to come into Court came not but made Default - Its therefore Considered by the Court that the Pltff. shall recover against the Deft the Sum of three Pounds fifteen Shillings and two Pence lawful Money Damages And Cost of Court that at One Pound 15/11a 2

Downing
or
Munsell

Abraham Binny of Symbury in the County of Hartford & Colony of Connecticut Gent. Pltff. vs Benjamin Shelden of Sheffield in the County of Hampshire Labourer Deft in a Plea of the Case demanding twelve Pound with Interest due by a Note dated 9th of September 1767. as p the Writ - in this Case the Deft tho' three Times solemnly called to come into Court came not but made Default. Its therefore Considered by the Court that the Pltff. shall recover against the Deft the Sum of twelve - Pound Nineteen Shillings and Nine Pence one farthing lawful Money Damages and Cost of Court taxed at £2.5.3

Binny
or
Shelden

Exon is 21. Mar 1769.

Jonathan Burroughs of Windsor in the County of Hartford and Colony of Connecticut Shopkeeper Pltff vs Abraham Miller of Sheffield in the County of Hampshire husbandman Deft. in a Plea of the Case for the Recovery of eight Pounds which he by his Note dated Dec^r 24 1757. there promised to pay the Pltff as p Burroughs' Writ on file appears - In this Case the Deft tho' three Times solemnly called to come into Court came not but made Default - Its therefore Considered by the Court that the Pltff shall recover ag^t the Deft. the Sum of eight - Pound lawful Money Damages & Cost of Court taxed at two Pounds three Shill² & three Pence - Ex is 20. Feb 1759 -

Burroughs
or
Miller

Paul Blackmer of No Two in the County of Hampshire Carpenter Alias Mill-wright Pltff. vs James Smith of Sheffield in the same County Labourer alias Miller Deft. in a Plea of Case for that the Deft at Sheffield on the 27th of Oct^r 1760 by his Note of that Date for Value rec^d promised to pay the Pltff thirteen Pounds 1/6 by the first of November then Next with Use but tho' requested has never fulfilled his said Promise but unjustly neglects it to the Damage of the Pltff twenty Pounds - The Deft in this Case tho' three Times solemnly called to come into Court came not but made Default - Its therefore Considered by the Court that the Pltff. shall recover against the Deft the Sum of fourteen Pounds two Shillings and one Penny lawful Money Damages and Cost of Court taxed at two Pounds 10/9.

Blackmer
or
Smith

After all which the Deft by his Attorney Joseph Hawley Esq. came into Court and appeared from the Judgment of this Court to the Next Superior Court of Judicature to be held at Springfield within and for this County on the fourth Tuesday of September next and recognized with Sureties as the Law directs for prosecuting his appeal with Effect there as p Recognizance on file appears -

The foregoing Judgments and Orders made and entered up and then the said Court - adjourned without Day -

At W^m Williams Clk

Hampshire. Anno Regni Regis Georgii Secundi magnae
Britaniae Franciae et Hiberniae Huiusmodi Secundo

1759
February
Court of
Sessions

At his Majesty's Court of General Sessions of the
Peace begun and held at Northampton within and
for the County of Hampshire on the Second Tuesday
of February being the thirteenth Day of said Month
Anno Domini 1759

Justices of said
Court present - }

Joseph Dwight
Isaac Williams
John Worthington
Josiah Dwight
Joseph Hawley
David Moreley
Samuel Mather
Tim^r Dwight Just^r
Eleazer Potter -

Grand Jurors -

Luke Hitchcock Foreman

Nathaniel Atkinson

Josiah Comroy

Caleb Strong

David Smith absent

Jonathan Dickinson

Elisha Allis -

James Porter

Martin Dewey absent

David Field

Aaron King

Samuel Smith

John Gunn

Joseph Hoar

Jonathan Nash

Attended

three Days

Jury for Trials -

Samuel Bodman fore^m

John Morgan

John Hunt

Jonathan Strong

John Baker j^r

Simon White

John Moreley

Samuel Noble

David Childs

Noah Baker

Jonathan Graves de tal^r

Noah Strong -

D^r Rex
or
Williams

John Worthington Esq^r Attorney for our Sovereign Lord the
King and in this behalf com^r of Warham Williams of Sheff^r
in the County of Hampshire Yeoman for a Fraud committed by
said Williams & as by Complaint the said Warham not being
to be found by the Sheriff in his Precinct ordered that a Capias
issue anew that he may be apprehended and brought to answer
at the Next Court -

D^r Rex
or
The Town of
Greenwich

The Grand Jurors for our Lord the King for the Body of this
County do on their Oaths present the Inhabitants of the Town
of Greenwich in the County of Hampshire for that the said Town
on the first Day of October 1757 did and ever since has consisted
of more than fifty Householders and that the said Town ought
to have been provided in all said Term with a School Master
to teach Children and Youth to read and write there and said
Jurors on their Oaths say that the said Inhabitants of said
Town ever since said first Day of October 1757 have been and
now are destitute of a School master to teach Children & Youth
to read and write as aforesaid but have wholly neglected to
provide

provide such School-Master during the Whole of said Term. Which Neglect is against the Law of this Province in such Cases provided and the King's Peace & Which Presentment was made at the last Court of General Sessions of the Peace and signed Luke Hiltchcock Foreman - Process having been awarded ag^t said Town. They by several of their Principal Inhabitants now appear and having heard their Presentment & being required to plead to it moved they might have Council with the Court. Granted them. Who then pleaded that the Presentment was bad and ought to be quashed for that it had no caption. The Court upon Consideration thereof doad judge that the Presentment is bad and ought to be quashed - And Its hereupon ordered the foregoing Presentment shall be and hereby is quashed, and that the Def^t go without Day.

The Grand Jurors for our Lord the King for the Body of the County of Hampshire do on their Oaths present the Inhabitants of the Town of Greenwich in the same County for that the Common High Way of the ^d Lord the King there for the Length of twenty Rods on each Side of the Bridge on the High Way over the Middle Branch of Swift River there for the Whole Width thereof and throughout all the Length aforesaid and the Common high Way of the said Lord the King there where it passes over the East Branch of Swift River there for the Space of three Rods on each Side of & over or through the River for the Whole Width thereof and thro' all the Length aforesaid on the first Day of October last was and ever since has been and now is out of repair and in great Decay for Default of a due Reparation and Amendment thereof so that the Liege Subject of the said Lord the King passing and travelling thro' and along the same Way without Great Danger and Difficulty cannot pass and repair thro' the same to the Great Damage & Common Nuisance of all his Majesty's Liege Subject passing & repairing there And that the said Inhabitants of the said Town of right and by Law ought to repair and amend the same when and so often as the same is necessary Which they have neglected & still neglect to do contrary to Law and the King's Peace & Which Presentment was made at the last Court and signed Luke Hiltchcock Foreman. The said Inhabitants of said Town were served with Process by order of Court and now by several of their Principal Inhabitants appear and having heard this presentment and being required to plead to it said they would not contend with the King. Its hereupon Considered and ordered that the Inhabitants of ^d Town shall be amerced to the King in the sum of 10^l lawful Money for their Offence to be to the Use of ^d King in the Support of this Government - and Cost of Prosecution & Costs committed &c. - Cost 2.5.0 -

John Worthington Esq. Attorney for our Sovereign Lord the King & in his behalf informs ag^t John Gibbs of Greenwich for killing one Wild Deer contrary to Law &c. - One of the Witnesses for the King not being here present. ordered that the Matter be further referred to the next Court &c. and that ^d Gibbs recognize in the sum of 40. with Sureties &c. -

John Gibbs as Principal recognized in the sum of forty Pounds Thomas Gibbs and Jacob Gibbs as Sureties in 20 each for the said John making his personal Appearance at the Next Court to answer to the aforesaid Complaint and then to do and receive what by said Court shall be enjoined him and that he do not depart without Licence.

62-
Kellogg } Lydia Kellogg jun^r of Sheffield in the County of Hampshire Spin-
or } ster Comp^t v. Jasper Sexton of said Sheffield Yeoman Def^t - set-
Sexton } ting forth that he was the Father of a bastard Child begotten on
her Body & praying he might be obliged to give Security to per-
form the Order of this Court that he should stand charged with the
Maintenance of s^d Child with her Assistance which Order she prays
may be made - & This Complaint was made at the last Court and
the Def^t not being ready to answer to the Complaint by order of Court
he by his Guardian viz. James Sexton his Father as Principal on his
behalf recognized in the Sum of £40. to appear here at this Court
and answer to the said Comp^t & as p^r the Record of the last
Court will fully appear. And now the Complainant appears - &
the said James Who was bound for the Appearance of s^d Jasper
as afores^d being three Times called to come into Court and bring in
the said Jasper to answer to said Complaint and to deliver Him
self and his Bail did not appear but made Default in not per-
forming the Condition of His s^d Recognizance Whereupon it is
declared forfeit -

D. Rex } John Worthington of Springfield in the County of Hampshire
or } Esq^r on his Majesty's behalf Comp^t v. Daniel Kellogg late of m
Kellogg } Hadley in said County Yeoman Def^t. for erecting a Wood Mansion
house a Log Shop and a Henne upon the Street lying between the
second and third Divisions of the East Precinct in said Hadley
contrary to Law &c - The said Kellogg being present in Court read
the Comp^t read to him he then moved for Council which was -
granted him - The Court then ordered that this Matter be referred
to the Next Court for further Consideration and Advice and
that the s^d Kellogg recognize in the Sum of ten Pounds with in
Sureties for his appearing at the Next Court to answer to the
foregoing Complaint &c -

Daniel } Daniel Kellogg abovenamed recognized as Principal in the
Kellogg's } Sum of £40 and Charles Phelps Gent and Reuben Dickinson
Kellogg's } Yeoman as Sureties in five Pounds each for the said Kellogg's
making his personal appearance at the Next Court of General
Sessions of the Peace &c - to answer to the foregoing Complaint
and to do & receive What may then be enjoined him &c -

Idem } John Worthington Esq^r Attorney for our Sovereign Lord the
or } King in this behalf Comp^t v. Reuben Dickinson of a Place
Dickinson } lately called and known by the Name of the second and last
Precinct in the Town of Hadley in said County now said to be
erected into a District by a Name to the said John Unknown
Yeoman Def^t. shewing that he said Reuben on the first Day
of November last erected one Mansion house and a Rail
Henne on the street lying between the second and third Divi-
sions in said Precinct contrary to Law &c - The said Reuben being
here present in Court heard the said Complaint and moved for
Council which was granted him Who then moved to have the
Matter continued to the next Court - The Court hereupon ordered
that the Matter should lie till the Next Court for their further
Consideration and Advice and that the said Reuben -
should recognize in the sum of ten Pounds with Sureties to -
appear &c -

Kellogg's } The said Reuben Dickinson as Principal recognized in s^d.
or } Sum of ten Pounds and Mr Charles Phelps and Daniel Kellogg
Kellogg's } as Sureties in five Pounds each for the said Reuben's making
his personal Appearance at the Next Court to answer to the
foregoing Comp^t and to do and receive what by said Court
may then and there be enjoined him and not depart &c -

Thomas Strong of the Place called N^o 2, in the County of Hampshire Clerk Comp^{er} for the Proprietors of the same Plantation Deft^s shewing that They have failed of paying him his Salary as by their Covenant and Agreement they were obliged paying Profs^s Ordered that the said Proprietors be notified to appear at the Next Court of General Sessions of the Peace to be held at Springfield on the Third Tuesday of May Next to answer to the said Complaint and shew Cause if any they have Why they ought not to pay him said Strong his Salary now in Arrear &c.

Licence is ^{granted} by this Court to Moses Graves of Hatfield Gent. to sell Tea Coffee and China Ware for one Year next ensuing Who-recognized with Sureties in the Sum of £5 duly to pay the Duties of Excise set on the same as p^r his said Recogniz^{on} on file appears

Licence is granted Yellow Billings of Sunderland Gent. to sell Tea Coffee and China Ware for one Year next ensuing Who-recognized with Sureties in the Sum of £5 duly to pay the Excise by Law set on the same as p^r his said Recogniz^{on} on file appears

Licence is granted Jonathan Warner of Hadley Trader to sell Tea Coffee and China Ware for one Year next ensuing Who-recognized with Sureties in the Sum of £5 for duly paying the Excise by Law set on the same as p^r his said Recogniz^{on} on file appears

Licence is granted to Josiah Dwight Esq. to sell Tea Coffee & China Ware for one Year next ensuing Who recognized with Sureties in the Sum of £5 duly to pay the Excise by Law set on the said Articles as p^r his said Recognizance on file appears

Licence is granted Eleazer Porter Esq. to sell Tea Coffee and China Ware for one Year next ensuing Who recognized with Sureties in the Sum of £5 duly to pay the Excise by Law set on the same as p^r his said Recognizance on file appears

Licence is granted W^m Eastman of South Hadley Innholder to sell Tea Coffee and China Ware for one Year next ensuing. M^r Charles Phelps as Principal in behalf of W^m Eastman recognized with Sureties according to Law for the said Eastman, duly paying the Excise by Law set on the same as p^r his said Recognizance on file appears

Licence is granted Obadiah Dickinson of Hatfield Gent. to sell Tea Coffee and China Ware for one Year next ensuing Who recognized with Sureties in the Sum of £5 duly to pay the Excise by Law set on the same as p^r his said Recognizance on file appears.

Licence is granted David Field of Deerfield Gent. to sell Tea Coffee & China Ware for one Year next ensuing Who not being here in Court. Moses Graves Gent appeared and as Principal on his behalf recognized with Sureties in £5 for his said Field's duly paying the Excise for the same as p^r said Recogniz^{on} on file appears

Licence is granted to Stephen Coats to keep a Ferry at the usual Ferry Place in Housanum for passing from Hadley there to Northampton the Fare to be the same as it has been heretofore both for Man and Horse Who recognized in the Sum of ten Pounds lawful Money for the faithful performance of his Trust as p^r said Recognizance on file appears

John Kellogg } Licence is granted to John Kellogg of Hadley to keep a ferry
 at the Lower End of the Street there at the usual ferry-Place The
 fare from the Middle of November to the Middle of May to be
 three Pence one third of a Penny for Man and Horse and for a post-
 man one penny one third of a Penny during the same term for Man
 and Horse the other Part of the Year two Pence one third of a penny
 for a footman throughout the last mentioned term one Penny
 the Whole in lawful Money Who recognized in ten Pounds for
 the faithful Performance of his Trust as \S 1. Recognizance on
 file appears -

Jonathan Wells } Licence is granted to Jonathan Wells of Deerfield to keep a
 Ferry across Connecticut River at the usual Place of crossing
 from Deerfield to Montague near his house ordered that the
 fare for Man and Horse during the Year be four Pence and for a
 single Person on foot two Pence Who recognized in the Sum of
 ten Pounds for the faithful Performance of his Trust as by his
 Recognizance on file appears -

Ezra Clark } Licence is granted to Ezra Clark of Northampton to keep a
 Ferry at the usual ferry-Place near his House across Connecti-
 cut River The fare for Man and Horse from the Middle of No-
 vember to the Middle of May to be three Pence one third of a
 Penny the rest of the Year two Pence one third of a Penny for
 a footman from the Middle of November to the Middle of May
 One Penny one third of a Penny the rest of the Year one penny
 lawful Money the Whole Who recognized in the Sum of ten
 Pounds lawful Money for the faithful Discharge of his Trust
 as by his said Recognizance on file appears -

George Leonard } George Leonard as Principal recognized before this Court in
 the Sum of £40. lawful Money and Joseph Leonard junr. &
 Levi Ely as Sureties in the Sum of £20 each for the said
 George, Making his personal Appearance at the Next Court
 of General Sessions of the Peace to be holden at Springfield
 on the Third Tuesday of May next to answer to the Compt. of
 Eleanor Leonard Widow for getting her with Child and to
 do and receive what may then and there be enjoined him &c
 as \S said Recognizance on file appears -

John Hill } John Hill of Palmer in this County Yeoman as Principal
 recognized in the Sum of forty Pounds lawful Money and
 McCornelius Jones and William Scott junr. as Sureties in the
 Sum of twenty Pounds each for the said John's making his
 personal Appearance at the Next Court of General Sessions
 to answer to the Complaint of Abiel Blanchard wherein
 he complains that he is the Father of a Bastard with which
 she is now pregnant and further to do and receive that which
 by said Court shall be enjoined him &c as \S said Recogni-
 zance on file appears -

Nathaniel Dwight Gent. and Nathan Dickinson Yeoman
 before this Court recognized in the Sum of five Pounds each
 to appear at the Next Court of General Sessions of the
 Peace to give Evidence of What They know respecting the
 Matters charged in the Complaints now exhibited by the
 King's Attorney Agt. Daniel Kellogg and Reuben Dickinson
 for Nuisances by them created -

Ebenezer Day the 2^d and Ebenezer Day the Third were discharged from their Recognizances whereby they were held to make their personal Appearance at this Court by Proclamation by Order of Court Day 2^d by - discharge.

James Watson of N^o 4 Who stood bound by Recognizance to make his personal Appearance at this Court to answer to the Complaint of Matthias Smith for killing one wild Deer was discharged by Proclamation by Order of Court James Watson discharge.

Daniel Phelps of Sheffield who stood bound by Recognizance taken before Joseph Dwight Esq. to Make his Personal Appearance if he should be able of Body before this Court, and if not able to appear here then to appear at the Next Court, was now called but did not appear - ordered the Matter lie - Daniel Phelps Recognize called

Joseph Holmes Who stood bound by Recognizance to make his personal Appearance here was discharged from his said Recognizance by Proclamation by Order of Court Joseph Holmes discharge.

Ordered that the Clerk of this Court make a Warrant directed to the Sheriff requiring him to attach the Body of Solomon Gibbs of Greenwich in this County Yeoman and cause him to appear at the Next Court to answer for his Contempt in not appearing here to give Evidence of What he knows respecting the Matters charged agt John Gibbs by the Kings Attorney especially his killing one wild Deer contrary to Law as by the Sheriff he was summoned and ordered to do by Virtue of Writ to him directed for that Purpose as p^y files of this Court will fully appear - Warrant made accordingly Order to Attach Solomon Gibbs

Pursuant to a Warrant under the Hands of the Select Men of the Town of Springfield bearing Date the 21st Day of December 1750 on the Seventeenth Day of January last John Fox & Joseph Hillyar and on the Eighteenth Day Richard were severally warned to depart and leave said Town of Springfield by Nathan Nevers Constable of Springfield as p^y Warrant and Return on File appears Fox & Hillyar warned from Springfield

Pursuant to a Warrant under the Hands of the Select men of Sheffield bearing Date the 24th Jan^y 1759. on the fifth of February following Elijah Stutton and Sarah his Wife and his son John and his Daughters Ruth and Sarah Stutton and also Mary Histed and her Child were warned to depart and leave said Town by Nath^l Leonard Constable of Sheffield as p^y warrant & Return on File appears Stutton and his family warned from Sheffield

Pursuant to a Warrant under the Hands of the Select Men of Hadley in the County of Hampshire dated 22^d January 1759. on the 2^d Day of February next following Henry Strongman and Jane his Wife William and Richard their Children were warned to depart and leave said Town by John Eastman Constable as p^y Warrant and Return on file appears Strongman and family warned from Hadley

Pursuant to a Warrant under the hands of the Select men of Northbridge dated Dec^r 29. 1758. the Day following Sippeo & Leah his Wife two Negro People were warned to depart & leave said Town & return to Number One from whence they came by Elijah Brown Constable as p^y Warrant and Return on file appears Sippeo and Leah

Robinson Pursuant to a Warrant under the Hand of the Select-men of
 Wife- Brimfield bearing Date the 20th Day of December 1758 on y.
 his son Ninth of January next following John Robinson with his-
 Wife his son and his Wife & pursuant to one other Warrant
 under the hands of the same Select-Men dated the 28th Day of
 the same December John Rutherford with his Wife on the-
 same Ninth of January were all warned to depart and leave
 the Town of Brimfield by James Mace Constable - and -
 and Wife also pursuant to one other Warrant under the hands of the
 same Select-Men dated the 5th Day of February 1759 - on -
 Sarah the Ninth of the same February Sarah Bales was warned
 Bales to depart and leave the Town of Brimfield by Jonathan -
 were all Brown Constable as p the said Warrants and Returns on
 warned from Brimfield this appears

Nathl^e Dwight Gent. presented an Account to this -
 Court of sundry Services done for the County by himself
 and others a Comtee appointed to lay out several Roads -
 and of the Sums Due to the respective Persons for their s^d
 Services - viz - The County of Hampshire Dr
 To Nathl^e Dwight for 12 Day surveying 25/4 p - £3.4.0 -
 for money expended in said Service 1.10.9.
 5 1/2 Days spent in making the Plan & Return d 1/4 - 1.9.4.
 Paper - 1.1.6.

To Aaron Lyman for 12 Days spent in the } £6.5.7
 aforesaid Service for y^e County 6/- } - 3.12. -
 To Supply Kingsley 12 Day: - 16/- - 3.12. -
 To Nathl^e Clark 12 Day: - 8/- - 3.12. -
 To Josiah Corneroy 10 Day: - 16/- - 3. -

The said Amount is allowed and its - £20.1.7
 Ordered by the Court that the County Treasurer be direct-
 ed to pay the several Persons named in this Account the
 Sums respectively affixed to their Names out of the said
 County Treasury in full Discharge of the same

Sealer } M^r Edward Lynnhon was sworn as a Sealer of Weights and
 Measures for the County of Hampshire and the Town of
 Springfield before this Court in Manner as the Law re-
 quires And it is ordered by the Court that the Mark for this
 County to be put on such Weights and Measures as shall be
 sealed by the afores^d Sealer & for the County shall be the
 Capital Letters C.H.

High- } Jonathan Judd and sundry others Inhabitants of South-
 Way- hampton humbly shew that, as we apprehend, a publick Coun-
 in 1746. try Road from the Place near Aaron Clap's Dwelling House -
 ordered to be laid out where the Path leading from the Country Road from Northamp-
 ton to Westfield to Southampton Meeting house parts with-
 said Country-road through said Southampton from said Place
 near said Clap's Dwelling house by Roger Clap's Dwelling house
 to Southampton Meeting House and from thence by Amos -
 Loomis's Dwelling house to the Common Holding of y^e South
 Branch of Muckhan River by the Mill in said Southampton -
 from thence by Insign Stephen Sheldon's Dwelling house and
 by Thomas Pixley's Dwelling house in said Southampton and
 from said Pixley's house aforesaid through David Root's Farm
 in Westfield aforesaid and by Josiah Park's Dwelling house &
 by Thomas Morrisfield's Dwelling house in Westfield to the
 Great.

Great Bridge over Westfield River by the Mills called
We'llow's Mills and from thence to the high Way running East
and West through said Westfield We say that as we appre-
hend a public high Way in the course above described would
be of Common Utility and great publick Advantage. We y^e
fore humbly supplicate your honors to order the laying out of
the same that it may be thence forward known as a public
high Way and We as in Duty bound shall ever pray &c -
The foregoing Petition was first presented at the last November
Court and was then read and the Court determined that the
Road pray'd for was of Common Convenience and Necessity
and then ordered that the further Consideration of the said
Petition should be refer'd to this Court. And Now the Court
having resumed the Consideration of the Petition further Order
that Mess^{rs} Benj^a Day Benj^a Leonard Timothy Hopkins Luke
Hitchcock and Ebenezer Hitchcock all of Springfield in this
County Who are five disinterested sufficient Freeholders in
the same shall be and hereby are appointed a Committee
to view the Ground where a Road is now pray'd for and to lay
it out in the most convenient and best Places to accommodate
the Public. Which Committee shall give reasonable Notice
to all Persons interested of the Time and Place of their Meeting
and shall be under Oath to perform said Service with most
Convenience to the Publick and least Prejudice or Damage to
private Property and shall ascertain the Place and Course of
said Road in the best Way and Manner they can Which
having done They or the Major Part of them shall make
Return ^{thereof} to the Next Court of General Sessions of the Peace to
be held in this County after the said Service is performed un-
der their hands and Seals. And if any Person shall be damaged
in his Property by the laying out said high Way the said Com^{tee}
are empowered and required under Oath to estimate the same
and make return thereof as aforesaid. And the Clerk of this Court
is directed to serve the said Com^{tee} with a Copy of this Order.

H. Way
in South
ampton
ordered
to be laid
out.

Eldred Taylor of Westfield in the County of Hampshire hum-
bly pr^{ays} this honorable Court to take into their Consideration -
Necess^{ty} of a County or Country road from Blandford to N^o 4.
and from N^o 4 to Pontooferk and Order the laying out of a
County Road or a Country Road for the Use of his Majesty's
Liege Subjects from the Country Road in Blandford to N^o 4.
and from N^o 4 to Pontooferk in the most convenient Place
and is in Duty bound &c. This Petition was first presented to the
Court of General Sessions &c held at Springfield in May last
and it was then read and the Consideration of it refer'd to the
then next Court of General Sessions &c and at the Court last
mentioned it was again refer'd to the last Court. When the
Petition was read again and taken into Consideration and the
Court then determined the high Way pray'd for was of Common
Convenience and Necessity and then ordered that the said
Petition should be further refer'd to this Court And Now
the Court having again resumed the Consideration of the
Petition further Order that Mess^{rs} Benj^a Day Benj^a Leonard
Timothy Hopkins Luke Hitchcock and Ebenezer Hitchcock
Disinterested and sufficient Freeholders and all in this County
shall be and hereby are appointed a Committee to view &
lay out the high Way or Road pray'd for in the best and most
convenient Places from Place to Place mentioned in y^e Petition
giving first given reasonable of the Time and Place of their
Meeting to all Persons interested Which Com^{tee} shall be under
Oath.

High
Way -
from
Blandford
to N^o 4
&c.

64

Robinson
Wife
his son
Wife
Retha
and W
Sara
Bale
were
warn
from
Brim

65.

H. Way
Thom
Blandford
to N^o 4
60

Under Oath to perform said Service according to their be-
Skill and Judgment with most Convenience to the Public
and least Prejudice or Damage to private property and shall
also ascertain the Place and Course of said Road in the
best Way and Manner They can which having done
They or the Major Part of them shall make Return thereof
to the next Court of General Sessions of the Peace to be held
in this County after the Service is performed under their
Hands and Seals. And if any Person shall be damaged
in his Property by the laying out said High Way the said
Committee are empowered and required under Oath to
Estimate the same and make Return thereof as aforesaid
And the Clerk of this Court is directed to give the said
Committee with a Copy of this Order

Nath^l H. Way
Durig
Amherst
to be at
Case in

Robert Lotheridge and sundry others Inhabitants of the
Amherst and Greenwich humbly shew that by an Order
of this hon^{ble} Court a high Way was sometime since laid out
from the Townstreet in Hadley thro' the East Precinct be-
from thence to Pelham and Greenwich &c. in Order to ac-
modate Persons traveling from Hadley Eastward your Peti-
tioners would represent that that Part of said Road in Hadley East
Precinct from Moses Warner's Dwelling house to John
Heet's the most of the Way is laid out where is very dif-
ficult passing thro' swampy wet Land where it will be ex-
ceeding difficult ever to make a good Road which Road may
be altered a Little Northward without encroaching on any Private
Property where the Land is hard and good for a Road and
moreover where the road now lies there is a brook in it which
lengthens the Travel more than thirty Rods your Petitioners
therefore humbly pray a Committee may be appointed to
view the same and alter it where it is strait and good travelling
and as in Duty bound &c. Which Petition was now read
The Court upon Inquiry do judge the Alteration pray'd for
of common Convenience & Necessity & say the Prayer of said
Petition with the Restrictions hereafter mentioned shall be
granted. It is accordingly Ordered that Mess^{rs} Elisha Hiss
Josiah Pomroy Nathaniel Clark John Dickinson &c.
Supply Kingsley Who are five disinterested sufficient
Freeholders in this County shall be and hereby are appointed
Committee to view and examine the Road pray'd to be al-
tered and explore the Ground to the Northward of the present
Road between Warner's house and said Heet's and if it
be judged by them to be of common Convenience and
Necessity that they then make the Alteration
and lay the Road anew in the best and most suitable Place
that may be. Who shall first give Seasonable Notice to all
Persons Interested of the Time and Place of their Meeting
and shall be under Oath to perform said Service according
to their best Skill and Judgment with most Convenience
to the Publick, and least Prejudice or Damage to private Prop-
erty and shall also ascertain the Place and Course of said
Road altered as aforesaid in the best Way and Manner
They can Which having done They or the Major Part of them shall
make Return thereof to the Court of General Sessions of the
Peace to be held in this County ^{next} after the Service is perform-
ed under their Hands and Seals. And if any Person shall be
damaged in his Property by the Alteration or anew laying
out said Way said Committee are empowered & required
under Oath to estimate the same & make Return thereof as
aforesaid -

Seale
of the
Court

High
Way
in P^{re}
orders
to be la-
out

And upon Motion of Israel Williams Esq^r that this Court
might be ordered to view and lay out a high Way from the high
way leading from Hadley to Sunderland beginning as near as may
conveniently against the high Way lately laid out & established
on the said Road leading from Hadley to Sunderland to Wait's
erry, over the Hill or Mountain to the high Way that
leads from Hadley first Precinct to the East Precinct there now
called Amherst in the most convenient Places and in the best
manner to accommodate the Travelling from and through
Amherst to Hatfield by the Way of said Wait's Ferry, the
Court judging the same to be of common Convenience and
Necessity further ordered that the abovenamed Committee
should lay out the Road or high Way last aforesaid in
the best Way and Manner to accommodate the Travelling from
Amherst to place as aforesaid Who are herein to pursue the Di-
rections of the Act of the 30th of his present Majesty in this
behalf made and provided and to make Return as therein
directed. And the Clerk of this Court directed to serve the said
Committee with a Copy of these Orders requiring them as soon
as may be to proceed upon said Services

David Field and Sundry others Inhabitants of Deerfield &
Montague now preferred a Petition praying that this honorable
Court would make Provision for the laying out accepting and
establishing a high Way leading from Deerfield to Montague
said County in the most feasible and commodious Place
for the Accommodation of the People in the Northern Parts of this
County and others who have Occasion to travel from Deerfield
to Montague and from hence to Deerfield there being no Way
yet laid out to accommodate such Travellers, and as in
and to which Petition was now read And the Court
in giving the Way or Road pray'd for to be of common Convenience
and Necessity say the Prayer aforesaid is granted. It is hereupon
ordered that Mess^{rs} Capt. Seth Dwight Lt. Yellow Billings -
John Hubbard Lt. Obadiah Dickinson and John Gunn -
Elders here five disinterested sufficient Freeholders in this County
be and hereby are appointed a Committee to view and
report the Road pray'd for from Deerfield Town Street in the
most convenient Places to Connecticut River and from
County on the East Side as near opposite as may be to the
side thereof in the most suitable Places to the Country -
and from leading from Sunderland to Northfield so as will best
accommodate such Persons as have Occasion to travel there
out of said Committee shall give reasonable Notice of the
Time and Place of their Meeting to all Persons interested and
all be under Oath to perform said Service according to their
best Skill and Judgment with most Convenience to the Pub-
lic and least Prejudice or Damage to private Property and
to ascertain the Place and Course of said Road in the best
manner they can Which having done they or if
N. Insign them shall make Return thereof to the Court
at the next Session of the Peace to be held in this County -
If no Service is performed under their hands and seals
then Treason shall be deemed in his Property by the
Court to be a Way the said Committee are empowered
to lay out a Road as aforesaid - And the Clerk of this Court
directed to serve the said Committee with a Copy of
these Orders requiring them as soon as may be to proceed on

Whites } Isaac White of Greenwich in the County of Hampshire
 Petition } man presented a Petition to this Court praying an Order made
 be made for discontinuing the high Way that runs thro' his
 Town there Northerly and Southerly which was now read
 It is ordered that the Consideration of the Petition shall
 be referred to the next Court of General Sessions of y^e Peace
 to be held at Springfield on the Third Tuesday of May next

Road & other } Humbly Shew Benja^a Road Ebenezer Williams John Pittes
 Petition } John Dickinson Thomas Selden Peter Smith Jacob Warner
 for a } Moses Dickinson David Dickinson Nathaniel Dickinson
 Jury- } that sometime between the Session of this Court in Augu
 last and said Court's Session in November last a Com^{tee}
 appointed by s^d Court to lay out a high Way through the
 then East Precinct of the Town of Hadley did lay out a high
 Way there and through the Lots of each of your Complain
 ants in Manner following that is to say through Thoms^s
 Selden's Lot Eighty ^{five} Rods thro' Mr Dickinson's Lot Sixty eight
 in Length thro' David Dickinson's Lot forty eight Rods in
 Length thro' Moses Dickinson's Lot Eighty five Rods thro'
 Jacob Warner's Land fifty Rods in Length thro' Nathaniel
 Dickinson's Lot 50 Rods in Length through Peter Smith
 Lot fifty Rods through John Pittes Lot Seventy two Rods
 in Length thro' Benja^a Road Land twenty five Rods Eben^e
 Williams's Lot one hundred and thirty Rods the Breadth
 of said Way through all the aforesaid Lands for which
 Committee have not reported any Satisfaction notwithstanding
 each of us is greatly damaged in our Property
 by the laying the Way aforesaid thro' our Lands as above
 We therefore finding ourselves aggrieved by the Doings
 said Committee in laying said Way humbly apply to
 your Worships and pray your Worships would inquire &
 a Jury to be summoned by the Sheriff or his Deputy for
 Purpose whether it be ^{not} just and reasonable that the Inhab
 itants on those Lands that were within the Bounds of the
 late Township of Hadley as they were extended and situate
 before the late Second Precinct was made a District
 Your Complainants also humbly pray said Jury may be
 empowered and directed to enquire whether it be not
 reasonable that that Part of said high Way where it crosses
 the burying yard in said Precinct should be altered & varied
 They also say that said Road through all the Lands afores
 is not so convenient for the Publick as it might have been
 otherwise laid which they pray may be enquired of by s^d
 Jury and as in Duty bound be. The foregoing Petition was
 now read and the Court say the Prayer is granted And
 Order that a Jury be impannelled by the Sheriff of this
 County or his Deputy Who shall under Oath inquire into
 the Premises and make Return of their Verdict under th^e
 Hand and Seal to this Court at their next Session
 Inquiry be had. There being a Manifest Defect & inconvenience
 of the foregoing Petition and the Attorney to the private
 being advertised of the same desired an Order course of
 a Jury might not issue and it was awarded in Manner
 omitted by the Clerks

Jonathan Field and a large Number of Inhabitants of the Town of Sunderland in this Person shall be
 Petition } a Petition to this Court praying the Court or a Jury laying
 except the Return of the Committee Whoever & requires
 lately laid out a Road through the North Return thereof
 And

the Township of Sunderland a Return whereof is to be made
We this Court nor establish the Road by them laid out for
anyndry Reasons against the Acceptance of s^d Return and
her Establishement of s^d Road given in said Petition ^{which} was
be read and Lodged on the files of the Court

Whereas We the Subscribers upon a Petition of sundry Persons
habitants of Northampton at the Court of General Sessions held
the Springfield on the last Tuesday of August last were appointed
Commissioners to view part of the high Way leading from Clark's
House in said Northampton to the Meeting house there viz that
and it which lies South of and from the House of Ezra Clark
situate to the Southerly Side of Joseph Alwood's Homelot &
have to determine how much and where the said high Way
shall be discontinued with most Convenience to the public
Least Prejudice to private Property and ordered to observe
the Directions of the in this respect and directed to report to
the Court of General Sessions & that should be in this County
the Service should be performed our Opinion respecting
our Discontinuance prayed for in the abovesaid Petition under
the hand & seals, having been served with a Copy of s^d Order in
due time thereto. We met at the house of M^r Josiah Pomroy
and having first given & Notice the Law requires, and having
been duly sworn by Law required administered to us by Joseph Hawley
We proceeded to view that Part of said high Way last above
described And it is our Opinion that two Rods of the Width of
said Road throughout the Whole Length of that Part last men-
tioned may without Inconvenience to the Publick be discontinued
there is to say one Rod and an half thereof on the easterly side of s^d
Part of said high Way from the Original Line of the Meadow
as is described in the following Course viz beginning at a hole
in a Little South of Ezra Clark's house just within the present
redwood fence thence S⁸² 20" West 6 Chains, 10 Decimals, thence
S¹⁵ 20" West 6 Chains, 35. thence S⁴² 40" West 13 Chains, 30.
thence S³⁵ 56" West 12 Chains, 70. thence S³⁰ 20" West 19.
thence S⁵⁴. thence S¹⁶ West 4 Chains, 14. thence S²⁰ West-
thence S²³ 15" West 7 Chains, 6 decimals. And
one Rod on the West Side of s^d Part of said high Way. And
from some Places on the easterly side of said Part of said high Way
and an half from said Original Line of said Meadow -
will not clear all the Buildings now set up on that side of
said high Way but some feet of some of em will after the proposed
Discontinuance remain in the high Way and as We are fully per-
suaded so much of said Road as will remain encroached on by
Buildings may without any Inconvenience to the Publick
with Advantage to private Property be discontinued We are
of opinion that such encroached Parts of s^d Road ought to be
continued that is to say such a Part of said high Way extend-
ing the Distance of one Rod and an half from s^d Original
Meadow fence Westward as may be encroached by the
N^o 1 assign Josiah Pomroy and also so much of said Road
as is encroached on by the house of Elias Sheldon West of the
s^d Road one Rod and an half from said Line there. And We report
our Opinion that so much and no more of said Road may
be discontinued in Witness whereof &
s^d Report was now read & accepted
and Line ultimately confirmed as it is
s^d Report to be read & ordered to be recorded
with a view above may be known
as above said

Ben^t White
Sam^l Bodman
Chas^l Dickinson
Sam^l Smith
W^m Williams

67.
H. Way
at swift
river hill
allend

The Committee appointed by this Court at their Session held at Springfield on the Last Tuesday of August last to view the Country Road in Ware River that Passes Beaver Brooks east of Swift River hill from the Place where the road now used on the westerly side of said Brooks leaves the Country Road, to the Place Where the Road lately used meets or joins with the Country Road on East Side of said Brooks and alter the Road and anew lay out the Road there where or near where the new road now goes if They should judge it convenient or now make Return in March following viz We met on the 15th of November and were sworn then viewed the Country Road and the New Road above mentioned and judged the new Way most convenient for a Country Road and least prejudicial to private property and therefore began at a White Oak Stake at the foot of a hill by the Corner of the Widow Burks fence where the two Roads meet at 7th East End of said new road marked thus Q from thence We ran westerly first West 10° N. 73 perch over Penny brook Bridge to a pine Stub just the Sth side the Path mth thus Q West 46° 10th perch then West 8° N. 29 perch to beaver brook bridge and in the Whole of this Course 74 rods to a heap of Stones on a Hill West 20° N. 14 perch then West 11° N. 20 perch this Course ends a little by (beyond) Mr. Jⁿ Davis's house near a Rock with a Stone then West 29° N. 30 perch to a heap of Stones on the Top of the hill - The Committee agree this last Course viz 30 rods the Road shall be eight rods wide on Account of the Badness of the hill then N. 44° West 20 perch then West 28° N. 20 perch to a Chesnut tree marked thus Q West 32° N. 25 perch to a Chesnut tree on the South side of the path thus Q just where the two roads meet on Swift River hill the Road to be the same Width of the rest of the Country Road thro' Ware River except at Davis Hill eight rods wide.

The foregoing Return was now read - and the same is accepted & confirmed and it's ordered that if a Return be recorded that the alteration and new Laying of H. Way be known

Nathl. Dwight Seal
Jⁿ Graves - Seal
Aaron Lyman Seal
Theophilus Root Seal

H. Way
from the
round of
Sunderland
to Miller's
River.

We the Subscribers being appointed a Committee to view and out several High Ways viz from Hadley first Precinct to Road from Meeting house, and from Sunderland to Roadtown and from Roadtown Meeting house to Greenwich and from Roadtown to New-Salem and through New Salem to Bequias also to Petersham all to view the Country Road from the Bounds of Sunderland to Mill River so called and to alter the same and lay it out in some more convenient Places and narrow the Road in Others if We should think it convenient and beneficial to the publick and private Persons not thereby injured, and being sworn to the faithful Performance of said Service We met Dec^r 4th 1780 and proceeded Sunderland and then to the Bound of said Town of Sunderland Millers Plain And began at a Small Pine Tree about ten or twelve rods West of the path mth on four sides thus Q and ran from thence N. 42° 30' East 464 rods to a pine Tree about west of Tutthill's House mth thus Q and H then N. 28° East 200 pth of a Stake and Stones by Corbin's fence just at the Turn of a corner East 26° N. 47 perch to a heap of Stones by Corbin's fence then 20 perch to an Oak Tree mth Q N. 44° East 32 perch to a heap of Stones just above the Gutter East 12° 7' 1/2 perch a Pine perch N. 35° East 37 perch to the foot of the Bridge that crosses the River - The Road to be six rods wide all the Way - new laying

Width -
see page 70
at yth bottom

Josiah Comroy Seal
Nathl. Dwight Seal
Jⁿ Graves Seal
Aaron Lyman Seal
Theophilus Root Seal

After agreed the Road from Sunderland to New Salem should
We to the North Way We began at Sunderland Meeting House & determin'd
the Road should go where the Road is already laid out & confirmed
her go to a place called Chaddock's Bridge and from said Bridge We
be gon as follows viz N° 34° East 6½ perch to a pine Staddle Mk^d thus Q
from st 18° S° 40½ perch to a small Chestnut mk^d by Clapboard Brook
the st 40° N° 25 perch to a heap of Stones East 11° N° 36 perch near
highsmith's Brook N° 18° E° 26 perch to a pine tree Mk^d thus Q East 30° N°
the 7 perch East 26° N° 18 perch to a stake mk^d against Bakers field
Court 38 East 44 perch to a stake N° 12° East 18 perch East 33° N° 26 p^r
Road the Edge of the Path by the Brooks N° 37° East 28 perch to a stake
and Stones in Simon Cooley's field East 6° N° 60 perch to a black
Petit Staddle North of the Path one Rod East 4° S° 22 perch just
past the East Side of the Path N° 42° East 17½ perch to an Oak Stad-
dall Mk^d Q East 16° N° 36 perch to a small Oak Bush mark^d -
Petit 38° East 36 perch to a pine Staddle Mk^d Q East 5° N° 26 perch end
Court in the Edge of a Dilith Stone set up N° 24° East 34 perch to the
the one where we leave Monlaque Road in the Whole 92 Rods to a
heap of Stones where we turn round the Mountain East 5° S° 60 p^r
to our heap of Stones East 6° N° 30 perch to a pine Tree mk^d Q S° 19° E°
the 3 perch to a heap of Stones S° 35° East 32 perch to the North Post
at the Bars of Spraing's field East 2° N° 78 perch to a heap of Stones
and 1½ Rod back of the last course the Road to be ten Rods wide
one 25° S° 14 perch to a heap of Stones by the Edge of the Pond
one 32° N° 8 perch to a heap of Stones over the brook East 35° S° 40 p^r
said to Oak Trees just by the Path Mk^d Q here the ten Rods wide end -
one 2° East 40 perch to the Corner of Ebenezer Graver's field in the
Petit 68 perch to a heap of Stones by the fence S° 11° East 43 perch
the heap of Stones by the Bars now it begins to be ten Rods wide
one 24° N° 36 perch to a white Oak Tree by the Path Mk^d Q
one 43° N° 30 p^r to an Oak Staddle Mk^d East 23° N° 28 perch to a heap
one 21° S° 48 perch to a heap of Stones by a great Hemlock
and 1½ Rods here end the ten Rods wide East 24° N° 44 perch to a heap of
one 8° S° 15 perch to a heap of Stones by a Brook East 17° N°
perch to a heap of Stones East 2° N° 32 perch to a black Oak
Staddle East 32° N° 34 perch to a heap of Stones East 3° N° 100 p^r
to a black Oak tree mk^d thus Q here begins Staddle hill East 16° N°
Petit 31° to a White Oak Staddle Mk^d Q East 31° 30' S° 48 perch to a large
and to Oak Tree mark^d Q East 36° 30' S° 64 perch to a heap of Stones
county East 35 perch a White oak tree Mk^d S° 24° East 76 perch to a
large Oak Stones just over the Brooks East 32° S° 26 perch to a heap of
and from the Brow of a hill East 43° S° 51 perch to an Oak tree Mk^d
and in the foot of the hill - S° 14° East 26 perch to a Chestnut Staddle
out of Saw-Mill-River Swamp East 30° S° 20 p^r to Saw Mill
and the 26 perch in the Whole to an Oak Tree over the River by i^r
East 16° N° 30 perch to a pine tree Mk^d East 24° S° 83½ perch
near pine Tree Mk^d East 20° N° 39 perch to a heap of Stones near
Petit 3° N° 24 perch to a pine tree Mk^d East 30° N° 46 perch to a heap
one 20° N° 24½ perch to a white Oak tree Mk^d
one 24½ perch to an Oak Staddle just by Saw-Mill River
Petit 43½ perch to a heap of Stones on a Rock N° 18° East 32 p^r
the heap of Stones East 25° N° 70 perch to a large Spruce tree mark^d
Petit 40 perch to a small Spruce tree mk^d Q East 31° N° 26 perch to
a small Tree mk^d East 19° N° 39 perch to a red Oak Mk^d Q East 7° S° 39°
one Chestnut Tree Mk^d East 31° S° 26 perch to a Hemlock tree mk^d Q
one 31 perch to a White hazel Mk^d Q East 26° S° 26 perch to Sun-
and Line in the Whole 53 Rods to a heap of Stones by a River
S° 1° 03½ to a pine tree 40 Rods North of the Mills East 31° N°
perch to a Spruce by the Brooks Mk^d East 36° N° 03 perch to a
Staddle on y^e Edge of the Plain six Rods from y^e Great Brook Mk^d

67. from the pine Saddle on the Edge of the Plain mentioned a
 H. Wain the Bottom of the last Page East 6° S° 13 perch over the Swamp
 East 19° N° 42 perch to a Spruce tree Mk^d East 19° S° 22 perch to
 a Beach tree Mk^d East 9° S° 50 perch to a Beach tree Mk^d a little
 North of Mr Lork's House N° 39° East 27½ over the Bridge up
 the hill East 23° N° 12 perch to a Beach tree Mk^d East 9° S° 40 p
 to a Beach tree Mk^d East 29° S° 26 perch to a Beach Saddle
 East 39° S° 24½ to a hemlock tree East 9° N° 42½ a Chestnut Mk^d
 East 21° N° 17 perch to a Birch tree Mk^d East 1° S° 16 perch on
 Beach Mk^d East 12° S° 36 perch to a Beach Saddle East 47° S°
 34 perch a Beach Mk^d East 41° N° 34 perch a Maple tree Mk^d East
 3° N° 18 perch a small Beach Saddle East 35° N° 24 perch to
 beach Saddle Mk^d East Nine Degrees North 42 perch a White oak
 Saddle East 4° N° 27½ perch to a Beach Saddle Mk^d East 39° N°
 19 perch to a Beach Saddle Mk^d East 8° S° 37 perch to a hemlock
 tree East 11° N° Birch four rods over the West branch of Swift river
 East 1° S° 14 perch to a Bass tree Mk^d East 30° N° 30 perch to a Chestnut
 tree Mk^d East 39° S° 32 perch to a Birch Saddle Mk^d East 21° S°
 13 perch to a Beach tree Mk^d East 30° S° 24 perch to a hemlock Saddle
 Mk^d S° 35° E° 43 perch to a hemlock tree Mk^d E° 37° S° 30½ perch to a
 great Hemlock S° 26° E° 18 perch to a hemlock Mk^d E° 43° S° 26½
 to a Dead Chestnut Saddle S° 19° E° 60 perch a Spruce Saddle
 S° 3° W° 46 perch to a heap of Stones S° 28° E° 33 perch to a hem-
 lock Saddle E° 29° S° 8 perch to a Birch tree Mk^d E° 7° S° 9 p
 to the East branch of the West Branch of Swift River S° 21° East
 16 perch S° 28° W° 24 perch to a Spruce tree Mk^d S° 33° E° 21 perch
 to a great Spruce Mk^d East 12° N° 55 perch to a White Oak Saddle
 E° 15° S° 42 perch against Rockwood's Barn 59 Perch in y^e Wh^{ole}
 S° 15° E° 24 perch to a heap of Stones ten rods N^W of Rockwood's
 House East 14° S° 46 perch this course crosses the corner of Put-
 nam's field to a stump just South of said field E° 6° N° 44 perch
 on a rock N.B. here the road turns off from this Road that goes
 to Road Town Meeting house - E° 32° N° 60 perch to a Stump Mk^d
 by a Brook East 10° N° 54 perch to a heap of Stones North side
 the path two rods North E° of Stacy's corner East 7° S° 92 p
 to Stacy's house in the Whole 147 rods near the Length of Stacy
 Lot to a Mk^d red oak tree so this Road being 4 rods wide takes us
 Rods out of Putnam's Lot and we priced the Damage E° 39° S° 10
 to a heap of Stones on the top of the hill East 12° S° 40 perch to a
 small Chestnut East 27° N° 29 perch to a heap of Stones East 20°
 17 perch to a heap of Stones East 28° N° 20 perch to a heap of Stones
 East 16° S° 64½ perch to a heap of Stones in the Groth of two Sals
 against Mr Thendal's field E° 29° N° 20 perch to a large Chestnut
 E° 30° S° 67 perch to a Spruce Stump in the Middle of the Road
 that goes from Salem Meeting house to Pequoting then turns
 towards Salem Meeting house S° 20 perch then South 11° E° 7 per-
 right ag^t Mr Thendal's house in the Whole 55 rods to the Meet-
 ing house and struck the house right in the Middle between the
 Windows. Road to be Six Rods Wide from Chadwick's Bridge first
 mentioned through Road Town till we come to Rockwood's field
 the Beginning of the course E° 12° S° 55 perch to a White oak Saddle
 the 26th Line of this Page next above this calling this y^e first) ex-
 two Places before mentioned ten rods wide then from Rockwood's field
 four rods wide to Salem Meeting ^{house} only to be eight rods wide then
 the Trainfield to said Meeting house -

Nath^l Dwight Seal
 Nath^l Clark Seal Aaron Lyman D^r
 Josiah Emory D^r Supply Thingley D^r

We then proceeded to lay out a Road to Pequoting and
 We began

We began at the mark'd Spruce Swamp mentioned at the end of
 road East 6:30' S 67 perch (on the other side near where the Courser
 at that Road end) thence we run N 27: E 36 perch N 17: E 40 perch
 heap of Stones N 0: E 20 perch against Capt. Ballard's 76 perch
 the Whole a Heap of Stones E 38 N 22 perch a heap of Stones 4 rods
 beyond Dr. Carter's house N 22: E 33 perch a Chestnut Mk N 34: E 47 p:
 White Birch Mk N 4: E 9: to a great red Oak Mk N 8: E 36: S 46:
 one rod West of a Spruce Mk N 41: E 16 perch to a heap of Stones
 S 28 perch E 16: N 30 perch to the Middle of Moophorn brook.
 Ridge mark'd N 20: E 62 perch to a heap of Stones E 16: N 30 p:
 Capt Joshua Wheeler's house in the Whole 60 perch to a heap of
 Stones N 36: East 21 1/2 perch to a pine tree mark'd N 20: E 19 perch
 oak Mk N 39: E 21 perch to a Chestnut Tree Mk E 12: S 18 1/2
 here We turn into the South Road about the Middle of the last
 mile E 21: N 54 perch to a heap of Stones E 13: N 25 perch an Elm
 Middle Mk N 27: E 29 perch to a heap of Stones N 6: W 52 perch
 ap of Stones N 26: E 44 to a heap of Stones E 44: N 35 1/2 perch to
 one Tree Mk N 31: E 21 1/2 perch to a small Pine Mk E 8: N 14 p:
 heap of Stones N 16: E 37 perch to a Spruce Mk N 29: E 25 perch
 Pine Mk E 40: N 13 1/2 perch E 20: S 20 to Ballard's Mill 38 p:
 the Whole an Oak Mk N 10: E 38 1/2 perch to an Oak Saddle Mk
 S 2: E 16 perch to a White oak Saddle Mk two last courses to be in
 N 33: E 36 perch to a large Chestnut N 43: E 160 perch to a pine
 on the Plain 10 rods S W of a bog hole E 31: N 20 perch to a pine
 south of a pond hole N 30: E 52 perch to a pine tree mark'd E 37:
 280 perch to a Pine Saddle on Miller's River Plain Mk N 27: E
 3 perch to a Pine Mk E 32: N 20 perch a dead Pine Mk E 27: N
 3 perch to a pine on the Ridge Mk E 38: N 24 perch N 10: E 10 p:
 a pine tree about four rods West of the path that goes over the
 ranch so called of Miller's River to Fairbank's then E 12: N
 10 perch or thereabouts to peguoiag Line but being uncertain
 whether it was in this County We did not measure it. Road to be
 or Rod Wide from Salem Meeting house to Peguoiag Line
 Nath^l Clark Seal Nath^l Durigh there
 Supply Thingley Seal Aaron Lyman there

We next proceeded to lay a Road from New Salem Saddle
 Veep. sharn And after a long consultation and viewing infor
 nd from Peter sharn We began at a pine tree in the line between
 county, Salem and Peter sharn about three quarters of a mile beyond
 ridge Iron's Mills Mk thus Q **NSKALNG** and from thence We run
 nd from W 33 perch to a pine near a Swamp Mk W 23: N 20 p:
 nd is N a pine stump by the Bridge place N 7: W 5 perch to y
 out over in the Whole 31 perch to a pine stump Mk W 25: N 64 p:
 nd a pine stump Mk W 11: N 31 perch a pine tree half a rod 12
 ten 1/2 W 24: N 51 perch to a pine Mk W 1: N 96 perch to a pine
 near 1/2 the Mk W 22: N 63 perch to a large White Oak mk W 41:
 125 perch to a Spruce three rods from Moophorn brook Mk W
 perch S 25: W 14 perch to a heap of Stones W 20: N
 one and 1/2 to a pine tree Mk N 25: W 67 perch to a black Oak Mk
 Petior Par 37 perch White Oak Mk N 29: W 30 perch to a dry
 the several 11: 45: W 60, Goodale's house 14 perch east of us in y Whole
 Pet after to N sap of Stones W 34: N 24 perch to a great Spruce tree
 find if any 15: 10: 27 to a small Walnut N 29: W 19 perch heap of Stones
 going out 1/2 perch to all Walnut Saddle Mk N 25: W 26 1/2 perch all White
 at require N 38: W 29 perch a Chestnut tree Mk W 10: N 24 perch a
 we run then N 45: W 50 p: to a heap of Stones in Lieut Southwick's lot.
 directed to run to the Street in the Whole 37 perch to a heap of Stones
 a Order requires a corner of John Repley's Road 70 rods from
 and, from

67y - Peterstam Line to be Six Rods Wide all but the last Course that to be four Rods wide so from said last Course the Road to go to New Salem Meeting house as described above near the of Page 68 -

Supply Kingfley seal Nathl^r Dwight seal Nathl^r Clark & Aaron Lyman &

Highway from Salem Road - We then proceeded to lay out a Road from New Salem Meeting house to Roadtown Meeting house and thence into Hadley first precinct and as the Road is already laid out from first mentioned Meeting house towards Roadtown We agreed this should run in the same Manner that was laid from the end of Course "East 6° N 14 perch to a heap of Stones on a Rock" (which is the Course next preceding the N. B. on Page 68 of this Book and the 25th Line from the Bottom of the said Page) And so we began at said Heap of Stones on a Rock fourteen Rods from Putnam's Field and from thence We run S° 24° W° 46 1/2 perch to a black oak Mk° S° 3° E° 35 perch to a black oak Saddle S° 10° W° 42 perch to a black oak Saddle S° 15° E° 20 to Benjamin Helton's Beam in the Whole 42 Rods S° 22° W° 40 perch to a heap of Stones S° 28° W° 78 1/2 a White Oak Mk° S° 14° W° 62 perch to a Chestnut Oak Marked S° 40° W° 40 1/2 perch a White oak Mk° W° 18° S° 73 perch to a Chestnut Oak Saddle S° 45° W° 30 perch Chestnut Stump Mk° (0° 14° S° 20 p to a heap of Stones S° 35° W° 44 perch one rod over the Brook down the Hill W° 28° S° 28 perch to a Chestnut oak Mk° S° 17° W° 22 p to a Chestnut oak Saddle S° 4° W° 67 perch to Stones on a Rock - S° 14° W° 19 perch to a black oak Mk° S° 3° W° 63 1/2 perch to a pine Tree marked S° 16° W° 38 perch to a pine tree Mk° S° 22° W° 39 perch a heap of Stones one rod South of the South Road W° 1° S° 24 1/2 to a pine tree Mk° W° 29° N° 17 perch a White pine Mk° W° 37° S° 12 perch to the Foot of the Bridge Salem Line 30 perch to the Middle of the Next Bridge Salem and Roadtown Line in the Whole 43 perch a heap of Stones W° 4° N° 33 perch to a heap of Stones up the hill W° 20° N° 38 1/2 to a pine tree Mk° W° 13° N° 28 perch to a heap of Stones S° 30° W° 11 perch to a great White Oak W° 14° S° 12 perch a black oak pa. Mk° S° 30° W° 17 1/2 perch to a Chestnut tree marked W° 1° N° 10 to a stump a Chestnut tree Mk° S° 33° W° 20 perch to a heap of Stones S° 1° to at 23 perch a White oak Mk° S° 8° E° 14 perch to a White oak Mk° S° 1° to a Chestnut tree Mk° W° 11° N° 15 1/2 perch to a Chestnut tree Mk° W° 45° S° 13 perch Chestnut tree Mk° W° 21° S° 23 perch to a heap of Stones S° 44° W° 40 perch to a heap of Stones W° 12° S° 20 perch to a heap of Stones on a Rock S° 35° W° 40 perch to a heap of Stones W° 36° S° 19 perch to a small heap of Stones by a black oak tree Where Greenwich Road comes into this Road - to be Six Rods wide from where We began at Putnam's Field to Nash's field and 4 p. to this place, W° 5° N° 18° to a heap of Stones W° 2° 30' S° 27 perch against L^d Dickinson's Barn the house and Mr Nash's Barn & 20 rods further W° 2° S° 90 1/2 to the Meeting house fore Door in Roadtown the Road to be Eight Rods wide four Rods East and four Rods West of said Door and then to be four Rods wide as before from thence W° 5° N° 16 1/2 perch against Azariah Dickinson's Barn W° 3° 30' S° 122 perch to the West Side of Dickinson's Land W° 2° S° 46 perch to a heap of Stones W° 1° N° 31 perch a heap of Stones W° 0° S° 17 perch W° 26° N° 18 1/2 perch to a Chestnut tree Mk° W° 1° S° 9 perch W° 13° N° 24 1/2 half a Rod North of a pine tree W° 3° 30' S° 96 perch to a black oak Saddle a Little North of the Dug W° 5° S° 30 perch to a pine Saddle W° 29° 30' S° 46 1/2 perch to a heap of Stones W° 18° S° 24 1/2 perch to a heap of Stones in Dr Crocker's line W° 35° S° 25 perch about Six Rods past Ensign and house W° 23° 30' S° 28 perch to lay in a line - We began 10 102 perch to a heap

1st 16° 54 perch to a heap of Stones W^t 8° 39 perch to Sunderland
 N^o 17° 8^t in the Whole 104½ perch to a small pine down y^e hill
 W^t 27° 30^t S^o 24 to a heap of Stones one Rod and an half over the
 and Now We turn into the old Rocky Road W^t 9° N^o 24½ perch
 her Small Chestnut Bush M^d W^t 23° S^o 26 perch to a heap of Stones
 be 3° S^o 15 perch to a heap of Stones W^t 20° S^o 17 perch to a black oak
 fowle W^t 9° S^o 23 perch to a heap of Stones W^t 24° S^o 13 perch half a
 the North of a Chestnut M^d W^t 1° S^o 42 perch to a heap of Stones -
 high 3° S^o 28 perch to a great White oak W^t 13° S^o 28 perch to a small
 the M^d W^t 5° N^o 49 perch to a black oak Saddle W^t 7° N^o 23 p^r
 Cou^r heap of Stones W^t 29° S^o 23 perch to a heap of Stones S^o 42° W^t 47-
 Mo^r to a heap of Stones by the path S^o 34° W^t 21 perch to a heap of -
 and to Sunderland Line. W^t 43° S^o 56 perch to a small pine M^d
 W^t 26 perch to a heap of Stones S^o 14° E^t 14 perch to an oak Saddle
 W^t 32° W^t 45½ to a pine Saddle M^d S^o 22° W^t 30 perch to a
 Oak tree M^d S^o 39° W^t 15½ to Adams' thence S^o 15° E^t 16 perch
 d thence S^o 40° W^t 20 perch four Rods wanting five links South
 am's Door W^t 18° S^o 37 perch to an Oak Saddle M^d W^t 9° S^o 1°
 the two Rods over the Brook W^t 40° S^o 7 perch to a White oak
 dle near Roadtown Line W^t 36° N^o 42½ to a Poplar Marked
 on 30° N^o 33½ perch to a White oak M^d W^t 7° N^o 25½ to a heap of
 W^t 24° S^o 45½ W^t 35° S^o 33 perch Stones by the Gutter W^t 6° N^o
 to a Chestnut W^t 7° S^o 59 perch came out half a Rod S^o 1° of a
 Bush M^d W^t 23° 30^t S^o 40 perch to a heap of Stones Six Rods from
 Old house S^o 20° W^t 64 perch to a heap of Stones S^o 15° W^t
 to a Small White Oak S^o 4° W^t 22½ to a heap of Stones -
 S^o 0 perch to a heap of Stones - S^o 24° W^t 30 perch and set off
 backward two Rods S^o 13° 30^t W^t 18 perch W^t 22° S^o 31 perch
 W^t 11 perch to a White Oak Tree by the Bask the two last Courses
 the W^t 8° N^o 18 perch W^t 30° N^o 14½ perch to pine tree M^d W^t 1° S^o
 to a pine tree M^d W^t 29° S^o 15 perch to a Small Pine tree M^d
 to be Six Rods Wide from here S^o 10° W^t 54 Perch to a pine mark
 S^o 16 perch at a Poplar tree m^d 27 rods in the Whole and there
 a pine thus Q then We turn into the New Swamp Street
 W^t 203 perch to a large Chestnut tree on the hill S^o 72 perch to
 White oak Saddle M^d S^o 15° W^t 36 perch to a black oak Saddle
 W^t 14 perch to an Oak Saddle Eleven Rods N^o of West Dickinson
 46 perch to a heap of Stones by a Stub by the path S^o 9° 8^t
 to a Walnut Saddle M^d S^o 11° W^t 44 perch S^o 10° W^t 72 p^r
 M^d Chestnut 8^t of the Path M^d S^o 36° W^t 12 perch to a heap
 W^t 7½ perch to a Maple Saddle S^o 10° W^t 18 perch to a heap
 in Goodale's Turnip Yard S^o 16° W^t 30 perch which brings
 the Middle of the Whire We fall into the Road laid out by
 the St Dickinson and others the Hall part and from
 the Road as its laid out and recorded to the Bound of
 the Precinct in Hadley - The Road to be four Rods from
 Greenwich Road comes into this Road beyond Roadtown
 ing house to the Couran W^t 29° S^o 15 perch to a pine M^d -
 the Nineteenth Line next above) and to be Six Rods
 West of the Way

Nath^l Clark Seal. Nath^l Dwight. Seal
 Aaron Lythan D^r
 Joniah Pomroy D^r Supply Thingley D^r

After we proceeded to view and lay out a Road from Roadtown
 if any agreeable to the Order of Court & accordingly went
 out Roadtown to Greenwich in order to lay a Road there and
 the best Way to have it go through Part of Del -
 then an at the Road Col^o Partridge & Jary laid out the
 in Greenwich at a Heap of Stones on the East hill just
 Order requires fence a corner of John Peoples & Robt Williams farms
 and, 1000

Width -
 see the
 next page
 at y^e bottom

HighWay
 from
 Greenwich
 to
 Roadtown

And from thence we run in the Line between their Land No. -
 High Way } 3° W. 137 perch to a yellow oak Mk. No. 34° W. 59 perch to a small
 from } Walnut No. 20° E. 40 perch to a heap of Stones No. 29° W. 9 perch to
 Greenwich } a Chestnut Tree mk. No. 5° W. 60 perch to a heap of Stones No. 27° W.
 Roadtown } 45 perch to a White Oak Mk. No. 20 Rods North of Sloan's house
 Cont. } No. 14° W. 74 perch to a heap of Stones No. 24° W. 38 1/2 perch to a
 Chestnut Tree Mk. No. 4° W. 26 perch No. 39° E. 12 perch to a Chestnut
 Tree 4 Rods beyond Antibato Crosetti house No. 10° E. 29 1/2 perch to
 a heap of Stones No. 1° W. 25 perch One Rod east of Crosetti's old house
 No. 14° E. 39 perch to a heap of Stones No. 4° W. 82 perch No. 15° W.
 33 perch to Salem Line 56 perch in the Whole to a Walnut Mk. No.
 No. 44° W. 22 1/2 perch to a small Walnut W. 37° No. 33 perch to a
 black oak tree Mk. No. 30° W. 57 perch to a heap of Stones No. -
 160 perch to a heap of Stones by the side of River Meadow No. 9° W.
 52 1/2 perch Mk. E. of Hices' Barn No. 17° W. 36 perch to a heap of Stones
 W. 31° No. 17 1/2 perch to a pine tree Mk. No. 45° W. 90 perch to a pine -
 Saddle Mk. No. 34° W. 16 perch to a pine tree at the Point of the
 hill W. 30° No. 16 1/2 perch to a pine Mk. W. 30° S. 11 1/2 perch at the foot
 of the hill by the Brook W. 16° No. 16 perch pine over the Brook Mk.
 No. 26° S. 33 perch to a Poplar Mk. W. 33° No. 27 perch to a White
 oak Mk. W. 15° No. 16 perch over Slab Bridge W. 38° No. 12 perch a
 hemlock mk. 2 Rods from the Bridge the Bound between Salem
 and Roadtown W. 12° No. 11 perch to a heap of Stones No. 39° W.
 45 perch to a small white oak No. 44° W. 16 perch to a pine Mk. -
 W. 35° No. 15 perch to a White oak mk. No. 15° W. 26 perch to a -
 pine by Deacon Smith's corner No. 3° W. 37 perch to a heap of -
 Stones No. 25° W. 41 perch a heap of Stones by the End of the Lane
 W. 10° No. 29 perch to a heap of Stones near Dr. Smith's House viz.
 Dr. 26° No. 2 1/2 & 4 Links from the N. E. corner of Dr. House W. 30° No.
 27 perch to a heap of Stones W. 5° No. 20 perch to a White oak Mk.
 No. 34° W. 22 perch to a White oak mk. W. 20° No. 13 1/2 W. 24° No. 9 to a
 Chestnut Tree No. 43° W. 20 1/2 perch to a Chestnut tree Mk. W. 32° No. 2
 38 1/2 perch to a Chestnut tree Mk. W. 4° S. 8 to a heap of Stones W. -
 23° S. 15 1/2 perch to a Chestnut Saddle Mk. W. 10° No. 25 1/2 to a heap of
 Stones No. 26° W. 10 perch to a black oak tree No. 18° W. 26 perch to
 a small heap of Stones in the Road from New Salem to Roadtown.
 Mentioned after the course "W. 36° S. 19 perch" on Page 69 of this
 Book at the 19th Line from the Bottom this Road to be four Rods
 Width } Wide to Road town Meeting house N. 10° the Line we run is the
 Middle of all the Roads mentioned in the Six foregoing Returns -
 and all the Trees Saddles and Stakes mentioned in said Returns
 are Mk. thus & tho' not particularly described so therein -
 Two Acres of Land which was Amos Putnam's taken up for a
 Road in New Salem we estimated to worth three Bound p. and
 Putnam's Land £6. 0. 0 -

The Six foregoing Returns were now
 made and the Court having heard
 the same read, & considered them
 severally say they are all severally
 accepted and allowed - and ordered that
 they be recorded and after known as
 High Ways and that all Nuisances on
 the same be forthwith removed -

Nath^a Dwight Seal
 Aaron Lyman Seal
 Supply Kingsley Seal
 Nath^a Clark Seal
 Josiah Conway Dr.

The foregoing Judgments & Orders
 were made and entered up and then the Court
 adjourned without Day -

Attest W^m Williams Clk.

Hampshire Anno Regni Regis Georgii Secundi magnae
Britanniae Franciae et Hiberniae tricessimo 2^o

At his Majesty's Inferior Court of Common Pleas
begun and held at Springfield within and for the
County of Hampshire on the Third Tuesday of May
being the 15th Day of said Month A^d 1759 —

Inferior
Court
Spring
May
1759

Justices of said
Court Present —

Joseph Dwight }
Israel Williams } Esq^r.
Josiah Dwight }
Tim: Dwight Sur^r —

Jury for Trials —

Supply Kingsley Foreman —
George Cotton 2^d.
Thomas Morgan
Joseph Ashley 2^d.
Jonathan Cooke
John Fitch
Nathaniel Weller
Eliakim Sackett —
James Mirick
Charles Hoar
Noah Wright

Reuben Bliss } de Tal^r } de Tal^r } Cotton's Cases
Abel Cooley } de Tal^r } de Tal^r } Nelson's

Robert Old of Sheffield in the County of Hampshire Yeoman & Charles Cotton of Springfield above? Yeoman Deft in a Plea of the Case & This Action was originally commenced at the Inferior Court of Common Pleas held at Springfield on the Last Tuesday of August last when the Parties entered into a Rule of Court to refer of Case and it was then Cont^d to y^e Next Inferior Court & as per the Record of said August Court appears The Referees not having reported at y^e said Next Court viz at the last November Court it was further continued under the Original Reference to the then next Court viz the Inferior Court of Common Pleas held at Northampton on the second Tuesday of February last before which Court last mentioned the said Robert died. The Referees having not considered the Case before that Term and no Executor or Administrator to the said Old now de^d appearing the Court ordered that the Case should be further continued to this Term And Now Jacob White of said Springfield Gent. and John Ingersol of Westfield in said County Gent. Administrators on the Estate of the s^d Old de^d by their Attorney M^r Cornelius Jones come into Court & the Deft. also Who now entered into a Rule of Court to refer the Case anew and mutually chose Capt Luke Bliss & Dea Nat. Brewer & the Court appointed Capt Luke Hildkock all of s^d Springfield Who are to hear the Parties consider the Case and make Report to the Next Court Whose Determination or any thereon is to be final and the Action is continued in the mean Time —

Robert Old above nam'd App^t or Charles Cotton above nam'd App^t This Appeal was first enter'd at the last August Court above ment^d and the Parties then refer'd it as above? & it was Cont^d to the then next Court and then being no Report then made was further Cont^d under — Old App^t Cotton App^t

Old App^t
in
Cotton
App^{ee}

Under the same Reference together next February Court when the 2^d Old being dec^d as afores^d and no Report being then made nor any Person appearing on the Behalf of 1st Rob^t Dec^d the Case was by Order of Court sent further to this Court and Now Jacob White & John Ingersoll abovenamed Adm^{rs} in behalf of 2^d Old dec^d by their Attorney Mr Jones appear and the Deft also and enter into a Rule of Court anew to refer of Case The Parties mutually chose and the Court appointed the Persons as mentioned in the Case next above Who are the Parties Consider the Case and make Report to the Next Court Whose Determination or any Two of em is to be final and the Action is within of Mean time.

Abercrombie
or the
Inhabitants
of Pelham

Robert Abercrombie of Pelham in the County of Hampshire Clerk Plt^f vs The Inhabitants of the Town of Pelham aforesaid Defts. in a Plea of Trespass on the Case for that the Inhabitants of said Pelham having invited and called the Plt^f to be their settled and ordained Minister he on the 5th of March 1743 - at Pelham aforesaid by his Answer in writing to the 2^d Inhabitants qualified by Law to Vote in the Choice of a Minister then legally met in Town Meeting accepted their Invitation & Call after and the said Inhabitants of said Pelham promised & obliged themselves and Successors Inhabitants of said Pelham that in Case he said Abercrombie would settle and be ordained their Minister to pay him the annual Salary of fifty Pounds not fixed at the then Value of Bills of Credit of the New Tenor in Case of Depreciation for every Year after his so settling so long as he should continue their Minister and further Comply with and perform all the other Terms and Conditions by him required in his Answer aforesaid And that in Pursuance of the Call & Choice made of him said Robert by and with the Advice of three Neighbouring Ministers he on the twenty Ninth of Aug^r 1744 at said Pelham was duly ordained Minister and Pastor of the same Town & the Church to be gathered therein And that he is and then was a Person qualified as the Law requires for the ministerial Office and has ever since continued their settled Minister and Pastor and during the Whole Time performed and discharged the proper Functions of his Office and Trust aforesaid And on the 9th of Sept^r last four of said annual Sum or Yearly Salary at the Rate aforesaid for four Years then complete being of the Value of Forty four Pounds Nine Shillings lawfull Money ^{for each Year} became due & due being in the Whole one hundred & Seventy Seven Pounds sixteen Shillings yet the Deft^s who often requested have not paid the same nor any Part thereof but neglect and refuse to pay it to the Damage of the Plt^f two hundred Pounds All Which is more largely set forth in the Plt^fs Writ on file - This Case was originally commenced at the Inferior Court of Common Pleas held at Northampton on the 2^d Tuesday of Feb^r last when & Where the Parties entered into a Rule of Court to refer the Case with all Contracts Actions Disputes Controversies and Demands respecting any personal Matters subsisting between Them as the Record of 2^d Court appears And now the Referees to Whom the Case & was referred Report that They met at Pelham where the Plt^f & Deft^s by their Agent were present Who agreed to refer to their Consideration the Matters contained in the Writ only and that after a full hearing of the Parties thereon They adjudge and determine that the said Robert shall recover of the said Inhabitants of said Pelham thirty Pounds One Shilling and eight Pence & Cost of Court together with the Cost of this Reference and the Cost of the Referees -

It's

It's therefore considered by the Court that the Pltff shall recover against the Deft the Sum of thirty Pounds one Shilling and eight pence lawful Money Damages and Cost of Court with the Cost of the Referees as p Bill allowed at Nine Pound, Eleven Shillings and eight Pence
Excon issued 6 July 1759

Miriam Ashley of Westfield in the County of Hampshire Gentlewoman Pltff. vs Noah Colton of Greenwich in the same County Yeoman Deft. in a Plea that he render to her sixteen pounds Nine Shilling and Six Pence lawful Money which to her he owes and from her unjustly detain. as p her Writ on file is at large set forth - this Action was first commenced at the last Court & then continued by order of Court to this Term and Now the Deft being three times called to come into Court came not but made Default. It's therefore considered by the Court that the said Miriam shall recover agt the said Noah the Sum of sixteen Pounds Nine Shillings and Six Pence lawful Money Debt & Cost of Court taxed at 2

Thomas Gilbert of Brookfield in the County of Worcester Sole Executor of the last Will and Testament of Ebenezer Howe late of the same Place Gent. dec'd vs John Hillyar of South Hadley in the County of Hampshire Yeoman Deft in a Plea of the Case for that Whereas the Deft on the 21st of May 1751 at Springfield in this County by his Note for Value rec'd promised the said Ebenezer Howe then living to pay him seven Pounds ten Shillings lawful Money of this Province with lawful Interest for the same on or before the first Day of September then next yet the Deft never paid the Contents of said Note to the said Eben^r in his Life tho' often requested nor has he paid the Contents of said Note to the Pltff since the said Ebenezer's Death tho' often thereto requested but wholly deny to do it to the Damage of the said Gilbert twelve Pounds. The Parties both appear and the Deft reserving to himself Liberty of Waiving this plea on the Trial on the Appeal and of then making a new plea now says the Bond declared on is not his Bond & thereto v. And the Pltff consenting thereto says the Deft's Plea is an insufficient Answer to his Declaration and that by Law he is not held to make Answer thereto wherefore pray, Judg^t v. and the Deft says his plea is sufficient. It's therefore considered by the Court that the Pltff in his said Capacity shall recover agt the Deft the Sum of 12 lawful Money Damages and Cost of Court taxed at one Pound 15/- The Deft. by John Worthington Esq. his Attorney, appeals from the Judgment of this Court to the Next Superior Court of Judicature to be holden at Springfield in and for this County on the Fourth Tuesday of September next and recognized with Sureties as the Law directs for prosecuting his Appeal there with Effect as p s^d Recogⁿ on file appears.

Eliphalet Williams of Hartford in the County of Hartford in the Colony of Connecticut Clerk Pltff. vs Nathaniel Burworth of the Plantation called N^o 3. in the County of Hampshire Yeoman Deft. in a Plea of the Case demanding thirty one Pound lawful Money which the Deft at Springfield on the 27th of July 1757. promised for Value rec'd to pay him with Interest till paid by the 25th of Dec^r last as p the Writ on file fully appears. The Deft being three times solemnly called to come into Court came not but made Default. It's therefore considered by the Court that the Pltff. shall recover agt the Deft. the Sum of 34. 6. 10. 2 lawful Money Dam^t and Cost of Court taxed at 2. 2. 3. - Excon is? 6 June 1759.

Chadwick } John Chadwick of the New Township called N^o One in the
 or } County of Hampshire Gent. Pltff vs James Dix of Waterlown -
 Dix } in the County of Middlesex Yeoman Deft. in a plea of Case
 wherein he demands of said James thirteen Pounds six Shillings
 and eight Pence with the Interest of the same which the Deft
 at Springfield on the 28th of September 1759 by his Note for Value
 rec^d promised him & who to pay him on Demand &c as p^o the
 Writ appears - the Deft in this case tho' three times solemnly
 called to come into Court came not but made Default -
 It's therefore Considered by the Court that the Pltff
 shall recover ag^t the Deft the sum of fourteen Pounds twelve
 Shillings and Nine pence half penny lawful Money -
 Damages and Cost of Court taxed at £2.10.6. -

Thingsley } Samuel Thingsley of the New Plantation called Number four
 or } in the County of Hampshire Yeoman Pltff vs Charles Colton
 Colton } of Springfield in the same County Yeoman Deft in a Plea of
 the Case for the recovery of four Pounds 16/8 due by the Deft
 Note dated the 10th Day of November last as p^o the Writ on
 file fully appears - The Deft. being three times solemnly -
 Called to come into Court came not but made Default -
 It's therefore Considered by the Court that the Pltff. shall
 recover ag^t the Deft the sum of four Pounds sixteen Shillings
 and eight Pence lawful Money Damages and Cost of Court
 taxed at One Pound 11/3. -

Dewey } Martin Dewey of Westfield in the County of Hampsh^r Gent.
 or } Pltff vs Samuel Dumbleton of Springfield in the same County
 Dumbleton } Yeoman Deft. in a plea of the Case for the recovery of three pounds
 three Shillings & two Pence lawful Money with the Interest of it -
 due by the Deft - Note of the 10th of March 1756 &c as p^o the Writ
 fully appears - the Deft tho' three times solemnly called to -
 come into Court came not but made Default - It's therefore
 Considered by the Court that the Pltff shall recover ag^t the
 Deft. the sum of £3 lawful Money Damages and
 Cost of Court taxed at One Pound 13/1. -

Swallow } Benjamin Swallow of Shirley in the County Middlesex husband
 or } man Pltff vs Ebenezer Bardwell of Hatfield in the County of Hampsh^r
 Bardwell } Gent. in a Plea that he render to the said Benj^m eight Pounds 13/11 -
 which he owes to him & unjustly detains from him and which the
 said Benj^m at an Inferior Court of Common Pleas holden at said
 Springfield on the last Tuesday of August in the 23^d Year of his
 Majesty's Reign recovered ag^t the Deft for his Damages & Cost as is
 at large set forth in the Pltff's Writ on file - The Deft being three
 times solemnly called to come into Court made Default -
 It's therefore Considered by the Court that the said
 Benj^m shall recover ag^t the said Ebenezer the sum of Eight
 13/11. lawful Money Debt and Cost of Court taxed at £3.20.0 -
 Exⁿ is^d 7. December 1759 -

Thorp's } Abigail Thorp of Springfield in the County of Hampshire Widow
 Adm^r } and Adm^r of Matthew Thorp late of said Springfield Yeoman dec^d
 or } and Administratrix on the Estate of the said Matthew Pltff
 French } vs Richard French of Padfield in the same County Yeoman
 Deft in a plea of the Case for that said Richard by the Name
 of Richard French jun^r at said Springfield on the Eleventh of
 August 1753 by his Note of that Date for Value rec^d promised
 said Matthew then living to pay him One hundred Pounds bills
 of Credit of the other Government meaning y^e Neighbour^g Govern^{mt}
 Which -

(Which is worth ten Pounds) on or before the twenty Second Day of said August with Interest from said time of payment till paid of (Keep & Admⁿ of May 1754. paid the said Matthew fifty Pounds such Bills and the French remaining sixty Pounds, worth eight Pounds lawful Money, and the Interest of the whole the said Richard never paid to the s^d Matthew While he lived nor any part thereof tho' often requested nor hath he ever paid any part thereof to the said Abigail since s^d Matthew's Death tho' often by her requested but neglects to do it to her Damage as she says in that Capacity Nine Pounds — Both parties appear and the Def^t defends & reserving to himself the Liberty to make any ^{new} Plea on the Trial on the Appeal says he never assailed the Pl^{ff} & thereof &c. And the Pl^{ff} consenting says the Def^t's Plea is an insufficient Answer to her Declaration and that she is not by Law obliged to make answer thereto which she is ready to prove and thereof prays Judgment and Judg^t for Dam^t and Cost. And the Def^t says his Plea is sufficient. It's therefore considered by the Court that the Pl^{ff} in her said Capacity shall recover ag^t the Def^t the Sum of Seven Pounds Seventeen Shill^g. and Eleven Pence two farthings lawful Money Damages and Cost of Court taxed at One Pound 10/9. — The Def^t by his Attorney M^r Cornelius Jones appeals from the Judgment of this Court to the Next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September Next and recognized with Sureties as the Law directs for prosecuting his Appeal there with Effect as by said Recognizance on file appears —

Sarah Rich of Brookfield in the County of Worcester Widow and Relict of Philip Rich late of s^d Brookfield Yeoman dec^d and Administratrix on s^d Philip's Estate Pl^{ff} vs Abijah Davis of s^d Brookfield Plantation called Ware River Precinct in the County of Hampshire Yeoman in a Plea of the Case for the Recovery of the Value of Six Thousand and an half of Pounds worth thirty six Shillings & P^{ts} Thousand Which the Def^t by his two several Notes of the 26th of July 1757 promised the s^d Rich (now dec^d) then living to pay him &c as is largely set forth in the Pl^{ff}'s Writ That Def^t in this Case being three Times called to come into Court came not but made Default. It's therefore considered by the Court that the Pl^{ff} in her s^d Capacity shall recover ag^t the Def^t the Sum of Eleven Pounds fourteen Shillings lawful Money Damages & Cost of Court taxed at £1. 10/3. Ex^{is} d^d 6. June 1759.

Sarah Porter Gentlewoman & Widow and Eleazer Porter Esq^r both of Hadley in the County of Hampshire Executors of s^d Last Will and Testament of Eleazer Porter Esq^r late of s^d Hadley dec^d Pl^{ff} vs Ebenezer Marsh Junior of said Hadley Yeoman Def^t in a Plea that he renders to them fifty Pounds lawful Money Which from them he unjustly detains and Wherein they say that at said Hadley on the 14th of May 1754 the Def^t by his bond under his hand and Seal in Court to be produced bound himself to the said Eleazer Porter dec^d Who was then in full Life to pay him fifty Pound lawful Money on Demand yet tho' often requested by said Testator while he lived the Def^t never paid the same to him nor hath he tho' often requested paid the same to the said Executors since his s^d Eleazer the Testator's Death but Neglects it to the Damage of the said Eleazer & Sarah in their said Capacity fifty Pounds in this Case the Def^t tho' three Times solemnly called to come into Court came not but made Default —

73
Porter Esq. or March
It's therefore considered by the Court that the Pltff in-
their said Capacity shall recover agt the Debt the Sum thirty-
Two Pound 13/4. Lawful Money being the Chancery of 2 Bonds
declared on Debt and Cost of Court taxed at One Pound 17/9-
after all Which the Debt by his Attorney Joseph Hawley-
Esq. came into Court and appealed from the Judgment of
this Court to the next Superior Court of Judicature to be held
at Springfield within and for the County of Hampshire on
the fourth Tuesday of September Next and recognized with
Sureties as the Law directs to prosecute his Appeal there
with Effect as said Recognizance on file appears —

McClister or Taylor
James McClister of Infield in the County of Hampshire
Yeoman Pltff for Moses Taylor of South Hadley in the same
County Yeoman Debt in a plea that s^d Moses render to said
James Seven Pounds Eleven Shillings and one Penny lawful
Money Which to him he owes and Which the said James at
the Inferior Court of Common Pleas held at Springfield for
County on the third Tuesday of May in the 26th Year of his
Majesty's Reign recovered agt the said Moses for his Damⁿ &
Cost as the Writ on file appears at Large The Debt in —
this Case being three times called made Default of Appearance
in Court. It's therefore considered by the Court that the Pltff
shall recover agt the Debt the Sum of Seven Pounds 11/1 Law-
ful Money Debt & Cost of Court taxed One Pound 12/6 —

Idem or Taylor
James McClister abovenamed Pltff v Joshua Taylor of
South Hadley in the County of Hampshire Yeoman Debt
in a Plea that the Debt render & This Action is by Consent of the
Parties Continued to the Inferior Court of Common Pleas to be
holden at Springfield within and for the County of Hampshire
on the last Tuesday of August Next —

Lee app^r or Brunson App^r Lee
Samuel Lee of Sheffield in the County of Hampshire Yeoman
and Inn holder App^r v Wm Brunson of the same Place Yeoman
App^r Lee from a Judgment given agt the said Lee by John Ashley
Esq. One of his Majesty's Justices of the Peace for this County
at a trial before him on the 26th of Feby 1759 - When & where
the said William was Pltff and the said Samuel Debt -
in a plea of the Case demanding of the said Samuel
15/ for Turnips the Pltff had before that Time sold the Debt
and for Which he then owed him as the Copy of the original
Writ from s^d Justice appears - The parties now appear and put
the Case to the Jury upon the original Issue - Afterward the
Appellant being three times called to come into Court was
Nonsuit - The said William then moved for his Costs -
It's therefore considered by the Court that the said
Brunson shall recover agt the said Lee his reasonable Costs
taxed at £3.6.0 - Ex. v. s^d 29. June 1759.

Cotton or Stebbins
Thomas Cotton of Springfield in the County of Hampshire
Gent. Pltff v Jonathan Stebbins of the same Place Yeoman Debt
in a plea of trespass for that said Jonathan at s^d Springfield
on the 20th of November 1757. with Force and Arms did break &
enter one Close of the Pltff there in said Springfield lying about
one Mile East of the Great Street in Long Meadow & in said Spring-
field and on the Plain there being Wood Land & called Commonly
Scheme Land & being Land originally laid out by s^d Propriet^r
of the Common Lands there in three Lots one to Josiah Leonard
Another

Another to Joseph Leonard and a Third to Benjamin Leonard all of said Springfield and bought of them by the Pltff and the Deft. Cotton being then and there so entirely did with s^d force and Arms cut down Stebbins and carry away twenty Nine of the s^d Thomas' Poles then growing thereon each under the Dimensions of one foot Diameter and also at the same time viz on s^d 20th of Nov^r 1757. did with force and Arms as aforesaid take and carry away one Cart Load of the Pltffs Pine then lying in s^d Grove of the Value of Six Shillings contrary to one Law of this Province in such Cases provided whereby by Virtue of said Law the said Jonathan hath forfeited to said Thomas Twenty Shillings for each and every of s^d Poles so cut and carried away by him as aforesaid and also treble Value of said Pine being Eighteen Shillings amounting in whole to twenty Nine Pounds Eighteen Shillings yet said Jonathan tho often requested has never paid the same nor any part thereof but wholly neglects it to the Pltffs Damage forty pounds. Both Parties appear And the Deft comes and defends & says he is not Guilty in Manner and Form as the Pltff in his Declaration hath alledged and of this puts himself on the Country Upon Which issue being joyned the Parties fully heard and all things discussed The Case was committed to the Jury M^r Supply Kingsley Foreman and Tellows Who returned their Verdict on Oath That they find for the Pltff twenty Nine pounds Money Damages and Cost of Court. It is therefore considered by the Court that the Pltff shall recover against the Deft the Sum of Twenty Nine pound lawful Money Damages and Cost of Court taxed at three pounds One Shilling and Seven pence.

The Deft by his Attorney M^r Cornelius Jones appeals from the Judgment of this Court to the Next Sup^r Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and recognized with Sureties as the Law directs to prosecute his Appeal with Effect there as by said Recognizance on file appears.

Sarah Church of Springfield in the County of Hampshire Gen^l Uxwomⁿ Administratrix on the Estate of her late husband, Jonathan Church late of s^d Springfield Gent. Deft Pltff or Lam^b Jun^r late of s^d Springfield Yeoman Deft in a plea of the Case for the Recovery of Six Pound lawful Money with the Use Which the Deft by his Note at Springfield agreed on the first of May 1756 promised for Value rec^d to pay the s^d Jonⁿ then living on Demand as p^d y^d Pltffs! Which is fully set forth the Deft being three Times called made Default. It is therefore considered by the Court that the Pltff in her s^d Capacity shall recover ag^t the Deft the Sum of Seven Pounds One Shilling & ten Pence half pⁿy lawful Money Damages and Cost of Court taxed at One Pound Nine Shillings. After all Which the Deft by Joseph Hawley Esq^r his Attorney came into Court & appealed from the Judgment of this Court to the Next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and recognized with Sureties as the Law directs for prosecuting his Appeal there with Effect as p^d said Recognizance on file appears.

James Brath of Ware River Parish so Called in the County of Hampshire Yeoman Pltff or Joseph Robinson of New Rutland District so called in the County of Worcester Yeoman Deft in a plea of the Case for that s^d James at said Springfield on the 14th of April 1758

74-
Crath
17
Robinson
April 1750 by his Note for Value rec^d promised the Plt^f to pay
him Six Pounds Sixteen Shillings lawful Money on Demand
yet the requested has not paid the same but Neglects it to
the Plt^f Damage Seven Pounds both Parties appear in
Court - and the Deft comes and offers a Plea in a Abatement
of the Plt^f Writ as on file. Which the Court upon Conside-
ration thereof had adjudge insufficient and say the Writ shall
not abate. Saving Which the Deft reserving to himself the
Liberty of Giving any Special Matter in Evidence under the
General Issue pleads that he never promised in Manner and
Form as the Plt^f in his Declaration hath alledged and
thereof puts himself on the Country - Issue being joined the
Evidences produced in Court and examined and the Parties
fully heard, the Case was committed to the Jury Mr. Supply
Kingsley being Foreman Who returned their Verdict upon Oath
that they find for the Deft cost of Court. It is therefore Consi-
dered by the Court that the Deft. shall recover ag^t the Plt^f
his reasonable Costs taxed at Three Pounds ten Shill^l and ten
Pence half Penny. The Plt^f by his Attorney Charles
Phelps Esq^r appeals from the Judgment of this Court to
the Superior Court of Judicature to be holden at Springfield
within and for the County of Hampshire on the fourth
Tuesday of September Next and rebovined with Sureties
as the Law directs for prosecuting his Appeal with Effect
there as by said Recognizance on file appears

Downing
or
Austin
Nathaniel Downing of Sheffield in the County of Hamph^r
Physician Plt^f or Bailey Austin of Salisbury in the County of
Wilt^r Litchfield, & Bloomer alia, Yeoman Deft in a Plea of the
Case or This Action is continued by order of Court to the next
Inferior Court of Common Pleas to be holden at Springfield
in and for this County on the Last Tuesday of August Next

Smith
or
Stockwell
James Smith of Sheffield yeoman Plt^f or Stephen Stockwell
of said Sheffield yeoman Deft in a Plea of Debt as the Parties in
this Case appear and enter into a Rule of Court to refer and
submit all Demands they have on each other, the Bond declared
on and the Award thereon made excepted and to be Considered
as null and void to Capt Stephen Dewey Who was chose by the
Plt^f to Preserved Noble chose by the Deft and Mr. Daniel
Allin appointed by the Court Who are to hear the Parties and
consider all their Demands on each other except the Bond and
the Award above excepted and make Report to the next Court
Whose Determination or any two of them is to be final and
the Action is continued in the mean time

Bull's
Adm^r
or
Humble
Jane Bull of Sheffield in the County of Hamph^r Widow &
Gentlewoman Administratrix on the Estate of William Bull
late of said Sheffield Physician dec^d Plt^f or Ebenezer Humble of
the same Place husbandman Deft in a Plea of the Case for that
the Deft there on the 10th of December 1747 by his Note for Value
rec^d promised the said William dec^d then living to pay him Six
Pounds Nineteen Shillings and Seven Pence by the first of June
then Next yet the Deft tho^t often requested by the said William
in his Life never paid the same to him nor hath he the requested
ever paid the same to the said Jane Adm^r since his Death unjust
ly neglects it to the Damage of the said Jane in ² Capacity -
fifteen Pounds - The Parties now appear, and the Deft. defends &
says reserving to himself Liberty to make a new Plea on the Trial
on the Appeal that he is not a trespasser as the Plt^f has alledged
and

And thereof puts himself on the Country. The Pltff consenting
says the Deft's Plea and Matters therein contained is an insufficient
Answer to her Declaration and that by Law she is not obliged to make
Answer thereto or thereof praying Judgment and Judgment for her
Damages and Cost and the Deft says his plea is sufficient.

Bull's
Adm.
or
Turnble

It's therefore Considered by the Court that the Pltff in her
Capacity shall recover agt the Deft the Sum of £6.18.7 lawful
Money Damages and Cost of Court taxed at £2.6.10

The Deft by his Attorney Mr. Cornelius Jones appeals from
Judgment of this Court to the Next Superior Court of Judicature
to be holden at Springfield in and for the County of Hampshire
on the fourth Tuesday of September Next and recognized with sure
ties as the Law directs for prosecuting his Appeal with Effect
there as if his said Recognizance on file appears

Benjamin Cowl of Canaan in the County in the County of
Litchfield and Colony of Connecticut in New-England Gent. Pltff
vs. Nehemiah Hopkins of a Place called Number One lying West
of Sheffield and adjoining thereto in the County of Hampshire
Yeoman Deft in a Plea of the Case for the Recovery of four Pound
twelve Shillings New York Money with Interest equal to three
Pounds of lawful Money due by the Deft's Note of the Twentieth
March 1750 or as if the Writ is at Large set forth the Deft
in this Case tho three times solemnly called to come into Court
came not but made Default. It's therefore Considered by the
Court that the Pltff shall recover agt the Deft the Sum of three
Pounds 14/5.1 lawful Money Damages & Cost of Court taxed at £2.11.
Ex. 7. 24. May 1759

Cowl
Hopkins

John King of Palmer in the County of Hampshire Gent. Pltff
vs. Nathan Lovejoy of Andover in the County of Essex Gent. Deft.
in a Plea of the Case for the Recovery of the Sum of eight Pound
lawful Money due by the Deft's Note of the 24 Nov. 1756
The Deft in this Case being three Times called made Default
of Appearance in Court. It's therefore Considered by the Court
that the Pltff shall recover agt the Deft the Sum of eight Pound
four Shillings lawful Money Damages and Cost of Court taxed at
two Pound Six Shillings and three pence

King
Lovejoy

Jonathan Lottrop of Tolland in the County of Hartford and
Colony of Connecticut Yeoman Pltff vs. John Pearce of a Place
called New Salem in the County of Hampshire Yeoman Deft in a
Plea of the Case for the Recovery of eight Pound Seventeen Shill
and ^{five pence} lawful Money with the Interest from the sixteenth of May
1750 Which of Deft by his Note then promised if Pltff to pay him
as if the Writ is fully set forth. The Deft in this Case tho
three Times solemnly called to come into Court came not but
made Default. It's therefore Considered by the Court that
the Pltff shall recover agt the Deft the Sum of £9.0.2
lawful Money Damages & Cost of Court taxed at two Pound 3/-
Ex. ii. d. v. July 1759

Lottrop
Pearce

Benjamin Bryant of Windsor in the County of Hartford
Yeoman Pltff vs. Elijah Stetson of Sheffield in the County of
Hampshire Yeoman Deft in a Plea of the Case &c. The Deft in
this Case being now out of the Province ordered that it be
Contd to the Next Inferior Court of Common Pleas to be held
at Springfield within and for the County of Hampshire
on the Last Tuesday of August Next

Bryant
Stetson

David Dorchester of Somers in the County of Hampshire Yeoman
 Plaintiff or John Collins of Sheffield in the same County Yeoman
 Defendant in a Plea of the Case for the Recovery of Nine Pounds Eighteen
 Shillings due by the Defendant Note of the 7th of January last past as
 by the Plaintiff's Writ is at Large set forth In this Case the Defendant tho-
 three Times solemnly called to come into Court came not but made
 Default. It is therefore considered by the Court that the Plaintiff shall
 recover against the Defendant the Sum of Nine Pounds Eighteen Shillings
 lawful Money Damages And Cost of Court taxed at £. 1. 7. 6
 After all Which the Defendant by his Attorney Mr Cornelius Jones comes
 into Court and appeals from the Judgment of this Court to the
 Next Superior Court of Judicature to be holden at Springfield
 within and for the County of Hampshire on the fourth Tues-
 day of September Next and recognized with Sureties as the Law
 directs for prosecuting his Appeal with Effect there as by his
 said Recognizance on file appears.

Aaron Sheldon of Sheffield in the County of Hampshire
 Plaintiff or Robert Joyner Who lives on Land called Province
 Land lying West of Sheffield in No Town in the 2d County Yeoman
 Defendant in a Plea of the Case for the Recovery of four pounds due
 by the Defendant Note of the 20th of June last past as by the Writ
 on file is fully set forth in this Case the Defendant tho three times
 solemnly called to come into Court came not but made De-
 fault. It is therefore considered by the Court that the Plaintiff
 shall recover against the Defendant the Sum of four Pounds lawful
 Money Damages And Cost of Court taxed two pounds 9/-

Merry Davis of Sheffield in the County of Hampshire House-
 Joiner Plaintiff or Nathaniel Downing of the same Place Physician
 Defendant in a Plea of the Case for that the Defendant there on the last of
 June last past owed the Plaintiff three pounds Sixteen Shillings and
 Six pence according to the Amount to the original Writ annexed
 and then and there promised to pay the Plaintiff the same on Demand
 Yet the Defendant tho often thereto requested hath not paid the same
 but neglected it to the Plaintiff's Damage Ten pounds. The parties in
 this Case appear And the Defendant reserving to himself the Liberty
 of attaining his Plea on the Tryal on the Appeal pleads that he is
 not Guilty of the Trespass alledged and thereof puts Himself on
 the Country. The Plaintiff consenting says the Defendant's Plea is an in-
 sufficient Answer to his Declaration and that by Law he is not
 holden to make answer thereto and this he is ready to prove &
 thereof prays Judgment and Judgment for his Damages & Cost
 and the Defendant says his plea is sufficient. It is therefore con-
 sidered by the Court that the Plaintiff shall recover against the
 Defendant the Sum of three Pounds Sixteen Shillings and Six Pence
 lawful Money Damages And Cost of Court taxed at £. 3/10
 The Defendant by his Attancy Mr Cornelius Jones appeals from the
 Judgment of this Court to the Next Superior Court of Judica-
 ture to be holden at Springfield within and for the County of
 Hampshire on the fourth Tuesday of September Next and
 recognized with Sureties as the Law directs for prosecuting his
 Appeal with Effect there as by his Recognizance on file appears.

Thomas Morley of Westfield Yeoman Plaintiff or Matthias Smith
 of Springfield Sadler Defendant in a Plea of the Case & The parties appear
 and enter into a Rule of Court to refer this Case to the Plaintiff's choice
 Lt. Moses Dewey the Defendant's choice Mr Reuben Bliss & the Court
 appointed Mr Edward Lynnhon Who are to hear the parties con-
 sider the Case and make Report to the Next Court where

Whose Determination or any two of them is to be final and
The Action is continued in the mean Time.

Musiel Leonard of Springfield in the County of Hampshire
yeoman Plt^y vs James Phillips of the same place, Coman Deft.
in a Plea of the Case in as p^t the Writ in - In this Case the Plt^y
tho' three times called to come and prosecute his Action agt^t J.
Deft came not but was Nonfuit - The Deft. then comes & moves
he may be allowed his Costs - Its therefore Considered by the
Court that the Deft. shall recover agt^t the Plt^y his reasonable
Costs as p^t Bill allowed at twelve Shillings Lawful Money

Samuel Ely German and Joel Ely German both of Springfield
in the County of Hampshire Executors of the last Will and
Testament of Samuel Ely late of the same place Gent. Deft.
Plt^y vs Joseph Burt of said Springfield German Deft in a
Plea of the Case for that J Deft there on the fourth of March
1756 promised the s^d Samuel Deft then living for Value rec^d to pay
him or order eight Pound 11/2.1 on Demand with Interest in
as p^t the Plt^y Writ in The Deft being three Times called made
Default of appearance in Court - Its therefore Considered
by the Court that the Plt^y in their said Capacity shall
recover agt^t the Deft the sum of £ Lawful Money Dam^t
and Cost of Court taxed at

James Nelson of Wrimfield in the County of Hampshire yeoman
Plt^y vs John Thompson of Palmer in the s^d County Gent^l Deft^y
in a Plea of the Case for that said John at s^d Palmer on 4th of
April 1758 had discourse with J James concerning J James inlisting
himself as a Soldier to serve his Majesty in his then intended Expedition
for a General Invasion of Canada and the J John then invited J
said James to enlist himself into his s^d Majesty's s^d Service & to in-
duce the said James so to do the said John then and there promised
he J James that in Case he would enlist himself into s^d Service
should be approved & mustered by the proper Officer and should be
reckoned and accounted as a Soldier from the Military Company
in said Palmer of ^{which} said John then was and yet is the Captain and
should pass as one to make up the Number of Soldiers then ordered
to be raised from said Military Company by the Colonel of the
Regiment to which said Company belongs that then he the s^d
John would pay the J James five Pound Lawful Money in a
reasonable Time from his said James inlisting besides what
he would be intitled to receive as the bounty granted by this
Province and the said James says that giving heed to the Promise
of the said John afores^d he then and there enlisted himself as a
Private Soldier into s^d Service viz at s^d Palmer on 12th of April
and afterwards at s^d Springfield on the 15th of s^d April he was view^d
approved and mustered by the proper Officer there appointed y^to
and was reckoned and accounted as a Soldier from s^d Military Com-
pany in s^d Palmer and pass^d and was esteemed and returned as one
to make up the Number then to be raised from s^d Company of all
which the said John at s^d Palmer often had Notice and particularly
on the first Day of November Last yet tho' often requested he hath
never paid said five Pound to s^d James tho' he had reasonable
Time to do it but refuses to the Damage of the Plt^y Six Pounds -
The Parties appear - and the said John comes and Defends & says
that he never promised in Manner and form as the Plt^y hath
alleged and thereof puts himself on the Country & the Plaintiff
likewise The parties being fully heard upon the foregoing Pleas
this Case was committed to Jury Mr. Supply Kingdley Foreman
and

76- And Tellow, Who returned their Verdict on Oath that They -
Nelson } find for the Debt Cost of Court. It is therefore considered by
or } the Court that the D^r John shall recover ag^t the said Sarnet his
Thompson } reasonable Cost as p^r Bill allowed at 2. 10/- -

Kellogg & } Martin Kellogg
or } Thomas Dewey of Westfield Deft. The parties appear and enter
Dewey } into a Rule of Court to refer the Case the Plaintiff. chose L^t William
Thing of Suffield the Defend. chose Mr Samuel Noble and the
Court appointed Mr John Leonard Who are to hear the Parties -
Consider the Case and make Report to the Next Court Whose
Determination or any two of them is to be final and the
Action is Continued in the Mean Time ~

Stockwell } Stephen Stockwell of Sheffield in the County of Hampshire
App^t } Labourer App^t or Samuel Prindall of Newtown in the County
or } of Litchfield and Colony of Connecticut Yeoman App^{lee} from
Prindall } a Judgment rendered ag^t said Stephen by John Ashley Esq^r &
App^{lee} } The Witnesses on the part of the App^t not being to be had this -
Case is Continued by order of Court to the Inferior Court of -
Common Pleas to be holden at Springfield within and for -
the County of Hampshire on the Last Thursday of August next.

Dewey } Israel Dewey of Sheffield yeoman and Clerk of the Military Foot Com-
or } pany in said Sheffield in the County of Hampshire Plt^f or Elijah
Staunton } Staunton of the same Place Gent. Deft. in a Plea of Debt whereupon
the Plt^f saith that by an Act of the Great and General Court of this
Province begun and held at Boston on Wednesday the thirty first
of May 1760 and continued by sundry Prorogations to Wednesday 4th
28th of February following & then met intitled an Act for & speedily
levying of Soldiers for the intended Expedition ag^t Canada -
it is among other things enacted in the Words following viz that on
the Sixth Day of April next at ten of the Clock in the forenoon there
shall be a Muster of all the Companies of Horse and Foot of y^e Militia
of this Province and the Captⁿ or Chief Officer of each of y^e Companies
shall immediately give Notice thereof by a Sergeant or Corporal of his
Troop or Company to each Person belonging to the same from the
Age of sixteen to sixty (and not by the Law of this Province exemp-
led from attending Military Exercises) either in Person or in Case -
of his Absence or not being to be found by leaving a Notification in
Writing at the Place of his abode and every Person notified in either
of the Ways aforesaid shall punctually and duly attend until dis-
miss'd unless unavoidably prevented on penalty of forfeiting & paying
sixteen Pounds to be sued for and recovered with Costs of Suit by the
Clerk of the Troop or Company to Which such Delinquent belongs -
and if such Delinquent be a Minor or Servant the Action to be brot
against and the Penalty recovered of his Parents or Master one -
Third of said Penalty to be to the Use of said Clerk and the other
two thirds shall by him be paid into the hands of the Town District
or Parish to be employed for hiring Men into his Majesty's Service
as there shall be Occasion, now the Plt^f saith that L^t Henry Burg-
hardt at the time of enacting and passing the Act aforesaid, and ever
since, was and is the Chief Commanding Officer of the Company of
Foot called the Second Company of Foot in the said Town of -
Sheffield that he immediately by his Sergeant Daniel Allen gave
Notice to Joshua Staunton in Person of the Act & Law afores^d
and required his Attendance at the usual Place of Parade for said
Company on the Sixth Day of April aforesaid at ten of the Clock
in the forenoon agreeable to the Terms and Tenor of said Act -
That the said Joshua did at that Time and ever since belong
to the

to the same Company that he was between the Age of sixteen and sixty years not by the Law of this Province exempted from attending Military Exercises and that yet the Act and Law & Notice aforesaid not regarding he the said Joshua did not punctually and duly attend the Muster aforesaid but being diverse Times called on the same Day after ten of the Clock in the forenoon at the usual Place of Parade of said Company did never make his Appearance or give due Attendance at the Muster aforesaid and that he was not unavoidably prevented therefrom And the Plt^f further says that the said Joshua Haunt on the Delinquent afores^d is a Minor under the Age of twenty one Years and that the Deft. is his father and Parent that the Plt^f is the Clerk of the said Company duly appointed and qualified that therefore by Force of the Act and Law aforesaid the Deft. as Parent to the Delinquent aforesaid at Sheffield afores^d hath justly forfeited the said Sum of sixteen Pounds and Costs of this Suit & that the Plt^f as Clerk as aforesaid for the several Uses aforesaid at Sheffield afores^d has right by Virtue of the Act and Law afores^d to have and recover of the Deft. the said Sum of sixteen Pounds with Costs of this Suit which the Deft. tho' often thereto requested hath not paid but unjustly detains from the Plt^f to his Damage in his said Capacity twenty five Pounds. The Parties appear & the Deft. comes and defends & and offers sundry Pleas in abatement of the Plt^f's Writ endorsed thereon which the Court having considered the same, adjudges insufficient to abate the Writ & having which Pleas the Defend^t reserving Liberty to alter his plea at the trial on the Appeal further pleads that he never promised in Manner and form as the Plt^f has alledged and thereof &c. The Plt^f consenting says the Defend^t's plea is insufficient in Law & that he is not held to make Answer thereto & therefore prays his Debt and Cost may be adjudged to him And the Deft. says his Plea is sufficient. It's therefore Considered by the Court that the Plt^f shall recover against the Deft. the Sum of sixteen Pounds lawful Money Debt and Cost of Court taxed 2s. 6d. 4. The Deft. by his Attorney Mr Samuel Lee appeals from the Judgment of this Court to the Next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and recognized by his S^r Att^r with Sureties as the Law directs for prosecuting his Appeal with Effect there as J^r P. Keeg^r on file appears.

Samuel Breck of Sheffield in the County of Hampshire Plaintiff or Peter Thorp of said Sheffield German Defend^t in a plea of the Case for the recovery of three pounds 9/11. for sundry Articles of Debt & of Writ &c. The Defend^t being three times called made Default of Appearance in Court. It's therefore considered by the Court that the Plt^f shall recover ag^t the Deft. the sum of three Pounds Nine Shillings lawful Money Damages & Cost of Court taxed 2s. 6d. 0. Ex^r in^d 16. July 1759.

John Worthington of Springfield in the County of Hampshire Esq^r Plaintiff or Peter Thorp of Sheffield in s^d County German Deft in a plea of the Case for the recovery of two Pounds Eight Shillings for sundry Articles of Debt &c. as p^r the Writ &c. the Deft. tho' three times solemnly called to come into Court came not but made Default. It's therefore Considered by the Court that the Plt^f shall recover ag^t the Deft. the sum of two Pounds 8/ lawful Money Dam^s and Cost of Court taxed 2 One pound 13/- Ex^r in^d 14 July 1759.

Matthias Smith Sadler Plt^f or Tho^s Morley German Deft in a plea of the Case. The parties appear and enter into a Rule of Court to refer this Case the Plt^f choos^s M^r Reuben Blip the Deft choos^s M^r Joseph Dewey and the Court appoint M^r Edward Lyncheon Who are to hear the Parties

Parties consider the Case and make Report to the Next Court —
Whose Determination or any two of them is to be final and the
Action is to be continued in the mean Time —

Case (Comp.) Benjamin Case of Salisbury in the County of Litchfield in
or the County of Conneticut Joyner Comp^t or William Spencer of —
Spencer — Sheffield in the County of Hampshire Blacksmith Deft. shewing that
on the 26th Day of Feby last past hereovered before John Ashley
Esq. one of his Majesty's Justices of the Peace a Judgment ag^t the
said W^m for the Sum of forty Shillings lawful Money Damages &
Cost of Suit taxed at ten Shillings & five pence from which said
Judgment the said William appealed to this Court & recognized
to prosecute his Appeal here with Effect but having failed so to
do the said Benj^o prays the former Judgment may be affirmed
with additional Costs. It's therefore considered by the Court
that the said Benjamin shall recover ag^t the said William
the said Sum of forty Shillings lawful Money Damages and
Cost of Courts taxed at two pounds 10/4 — Ex^o in 29 June 1789 —

Brunson William Brunson of Sheffield in the County of Hampshire
or husbandman Compt. or Samuel Lee of s^d Sheffield Innholder.
Lee — Deft. shewing that on the 26th of Feby 1789 he before John
Ashley Esq. recovered Judg^t ag^t s^d Lee for the Sum of fifteen
Shillings Damages and Cost of Suit taxed at Eighteen Shill
and Nine pence from which Judgment the said Samuel —
Appealed to this Court and recognized to prosecute his said
Appeal here to Effect but he having failed so to do the said
William prays the former Judgment may be affirmed with
additional Cost and the same Judgment is affirmed and
It's hereupon considered by the Court that the said W^m
shall recover ag^t the said Lee the sum of 15/ lawful Money
Damages & Cost of Courts taxed at £. 14. 0. — Ex^o in 29 June 1789.

The foregoing Judgments and Orders
were made and entered up and then the
said Court adjourned without Day —

At W^m Williams cler.

Hampshire ps. Anno Regni Regis Georgii Secundi magnae
Britanniae Haniae Hiberniae tricesimo Secundo

May,

At his Majesty's Court of General Sessions of the
Peace begun and held at Springfield within and
for the County of Hampshire on the Third Tuesday
of May being y^e 15th Day of 5th Month 1759. } Sessions
Springfield 1759.

Justices of said
Court present,

Joseph Dwight }
Israel Williams }
John Worthington Esq^r }
Elijah Williams }
Josiah Dwight }
John Sherman }
Joseph Hawley }
David Mosely } Esq^r
William Williams }
John Ashley }
Jabez Ward }
Tim^r Dwight jun^r }
Josiah Chauncy } Esq^r
Eliaser Porter }

Grand Jurors

Luke Hitchcock Foreman
Nath^l Atkinson
Josiah Pomeroy
Caleb Strong
David Smith
Jonathan Dickinson
Uisha Allis
James Porter
Martin Dewey absent
Aaron King
David Field
Samuel Smith
John Gunn att^y Day
Joseph Hoar
Jonathan Nash

Eldad Taylor } Who now published his Com^o & took the seat.
Charles Phelps } Who now published his Commission

Jury for Trials

Supply Kingsley fore^m
George Colton 2^d
Thomas Morgan
Joseph Ashley 2^d
Jonathan Cooke
John Fitch

Jury for Trials

Nath^l Weller
Eliakim Sacket
James Mirick
Charles Hoar
Noah Wright

Dan^l Mordey

Sam^l Sheldon de Tal^r
Sam^l Partridge
Medad; Cape

detal Reuben Bliss - wittum; Care

John Worthington Esq^r Attorney for our Sovereign Lord
and in this Behalf Compt^r vs Warham William of Sheffield
Yeoman Debt for having committed a fraud, & as by y^e
complaint is set forth The Sheriff now again returns -
that He cannot find the said Warham in his precinct -
Ordered a Writ ifue a new directed to the Sheriff requiring
him to attach the Body of said Warham and him have
before this Court at their next Session - } D: Pres
William

John Gibbs of Greenwich in the County of Hampshire
Yeoman Who stood bound by Recognizance to make his
personal Appearance before the Justices of this Court to
answer to the Compt^r of John Worthington Esq^r Attorney
for the Thing &c in this behalf for killing one Wild Duck
Contrary to Law was now discharged from the same by
Proclamation by Order of Court } Wha -
Gibbs
discharg^d

D^r Rex
Daniel
Kellogg

John Worthington of Springfield Esq^r in behalf of the Lord the King humbly shews and gives your Honors to understand & be informed that Daniel Kellogg late of Hadley in the County of Hampshire Yeoman on the first of Nov^r last at S^d Hadley with force and Arms did erect build and set up in and upon that Street in the Precinct commonly called the East Precinct in the said Town of Hadley which Precinct is lately erected into a District by some Name to the said John unknown which lies between those Tracts of Land in said Precinct called the Second and Third Divisions running & leading from the Bay Road Northerly thro^o said East Precinct said Street being a private Way regularly and lawfully laid out allowed and settled by the Town of Hadley aforesaid and upon that Part of said Street which lies against his the said Daniel's House lot One Wood Mansion house thirty five feet in Length and twenty five feet in Breadth also a Log Shop twenty feet Square and also with force and Arms did erect and set up a Fence on that part of said Street - lying against the said Daniel's House lot as aforesaid of the Length of sixty Rods whereby the said Daniel has inclosed & encroached and took in a part of said Street lying on the Westerly Side thereof of the length of thirty Rods and of the Breadth of eight Rods throughout and Whereby he has divided and separated said Part of said Street into diverse parcels and closes and the said Daniel has continued S^d Mansion house Shop and the Whole of said Fence and Encroachment so erected as aforesaid set up and standing in and upon said Street from the said first of November to the twentieth of January last whereby the Passage in S^d Street was greatly straitened and the full Breadth of y^e same very much lessened to the great Inconvenience hurt Damage and Nuisance of all the Inhabitants of the said Town of Hadley passing in that Street & Which Buildings & Fences so set up and continued were a common Nuisance and the setting up and continuing the same is against y^e peace of the said Lord the King and diverse good Laws of this Province in such Cases provided the S^d John therefore humbly prays in behalf of said Lord the King the said Daniel may be proceeded ag^t according to Law in the premises and be obliged to do and receive W^o - The foregoing Complaint was made at y^e last Court of General Sessions &c and the S^d Daniel then being present was called to plead to it & he then moved for Council which was granted him and then the Court ordered the Matter should lie till this Session thereof for their further Consideration and Advise ment and now the Def^t who was recognized to appear here appears - and by his Counsel pleads to quash the Complaint after a full hearing of the Pleas the Court adjudge and say the Complaint is good and the Matter well laid and that it is not nor shall be quashed. The Defend^t now pleads that he will not contend with the King. It's therefore considered and Ordered that the said Kellogg be fined to his Majesty in the Sum of 2/ lawful Money only (the Highway or Street being now disenclosed) and Cost of Prosecution & Hard Committed W^o

S^d Rex
Dickinson
John Worthington of Springfield Esq^r Att^r for our Sovereign Lord the King in this behalf here in Court humbly informs & gives the Court to understand that Reuben Dickinson of a place lately known by the Name of the Second & East Precinct in the Town of Hadley (in the County of Hampshire) now said to be made

made a District by a Name to the said John unknown
Yeoman on the first of November last at y^e place above described
with Tools and Arms did erect and set up a Mansion house and
a Rail fence on the street there which between the second and
third Divisions there leading from the Bay Road near thro
said place Northerly as is particularly set forth in y^e Complaint
Which said Complaint was originally made at the last Court
and then read and the said Reuben called to plead to it he then
being present who moved for Council & his Council moved
the Matter might be continued to this Session of the Court
and was it was accordingly continued and y^e Deft held to
appear here and now both Parties appearing the Deft is
called to plead to y^e Complaint and by his Counsel he pleads
in quash the same the Pleas being fully heard ordered that
the Complaint shall be and hereby is quashed and that the
Deft be no longer holden to answer thereto but be discharged
and go without Day.

Thomas Strong of the New Plantation N^o 2 commonly
called New-Market in the County of Hampshire
Clerk Comp^t or The Proprietors of the same place Defendant. Prop^r of
wherein the Comp^t shews that he was ordained and settled as
Minister to dispense the Word of God to the Inhabitants of
that place — there on the thirty first Day of Oct^r 1744 under
certain Contract & Agreement made between him and the
Proprietors of y^e place as largely set forth in the Complaint
Which they have failed to fulfil on their part of the Comp^t
as now read And then Ordered there being some Difficul-
ties attending the Case that the Matter be continued to the
Next Session of this Court for their further Consideration
and Advise ment & that the Parties govern themselves
accordingly.

The Grand Jurors for our Sovereign Lord the King for the
Body of this County on their Oaths present Abraham Kerley
of Hatfield in the County of Hampshire Yeoman for the King
and y^e Artide there on the tenth Day of Oct^r in the thirtieth
year of his said Majesty's Reign as y^e said Presentment on file
is fully set forth. The s^d Kerley is now brot before the Court but
one of the Witnesses on the part of the King not being here
he being gone into his Majesty's Service ordered the Matter
be continued to the Next Court & the s^d Kerley recog-
nize to appear & — The abovenamed Abraham
Principal recognized before this Court in the Sum of
Eight Pounds and Thomas How as Surety in the like Sum
for the said Kerley making his personal Appearance at
the Court of General Sessions of the Peace to be held at
Springfield on the last Tuesday of August next to answer
to the foregoing Presentment & —

The Grand Jurors for our Sovereign Lord the King for the
Body of this County do on their Oaths present Elisabeth
Wittum of a place called Huntstown in the County of
Hampshire Who is an English Woman Spinster for the
Crime of Fornication for that she there on the 15th of June
1755 voluntarily and willingly had carnal Knowledge
of the Body of one Negro Male person and had then & there
Child begotten on her body by Fornication she then being
A Virgine Sole and unmarried Also for that she there on
the

79- the Second Day of July 1757 voluntarily and Willingly had
D^r Mep } carnal knowledge of one Negro male Person and had then
William } there a Child begotten on her body by Fornication she then
being feme sole and unmarried And so the said Jurors on
their Oaths say that said Elisabeth at 2^d Huntstown on said
15th of June 1758 and also on said Second of July 1757 committed
the Crime of Fornication with some Negro man Contrary to
the Law of this Province in such Case provided and the
King's Peace Which presentment was made at the last
Session of this Court and signed Luke Hitchcock 2^d Foreman
The 2^d Elisabeth is now brot before the Court and the foregoing
presentment being read to her she was called upon to plead
thereto she then moved for Council which was granted her
her Council then appears and pleads to abate of presentment
as on file Which Plea is overruled she then pleads not
guilty and puts herself on the Country for a trial, a Jury
is now sworn to try the Issue and the Witnesses were now
examined and the Parties heard but now viz after the
pleading the Attorney for the King comes and says he will
no further prosecute this Indictment. It is hereupon
Ordered that the Deft go without Day

Idem } John Abel of Huntstown aforesaid Who is a Negro
Abel } Man and Labourer Who was presented by the Grand Jury
At the Last Court for Lasciviousness with one Elisabeth
William Which he had been guilty of at diverse Days and
Times since the 10th of May 1756 as by 2^d presentment
is at large set forth was brot before this Court as by the
Records of 2^d Court appears to answer to said presentment
And the King's Attorney now being in Court says he will
no further prosecute the said Indictment the 2^d John is
therefore ordered to go without Day

Idem } The Grand Jurors for our Sovereign Lord the King for the
Medad } body of this County do on their Oaths present Medad a
Negro Who was lately a Servant for life to Neuben Ely late
of Springfield aforesaid yeoman for that said Medad at 2^d
Springfield on the 15th Day ^{of May} in the 31st year of his said
Majesty's Reign did with force and arms feloniously steal
take and carry away thirty four ounces of Silver Coin of
the Value of eleven pounds six shillings and eight pence
the Goods and Chattels of Jonathan Terry late of 2^d Springfield
yeoman contrary to the Law of this Province in that Case
made and provided the Peace of the said Lord the King
his Crown and Dignity Which presentment was made at
the present Session of this Court and signed Luke Hitchcock
2^d Foreman - The said Medad was now brot before the Court
And his presentment being read he was called upon to plead
to it he pleaded he was not guilty and put himself on the
Country for a trial (he having had Council allowed him by
Court) a Jury being sworn to try the Issue a full hearing
Return their Verdict and on Oaths say the Deft is guilty in
part viz of Stealing thirty One ounces and an half of Silver
Coin of the Value of ten pounds ten shillings - The Court
hereupon Order that the said Medad shall forfeit treble the
Value of said thirty One ounces and an half of Silver Coin
viz the Sum of thirty One Pounds ten shillings lawful Money
to Jonathan Terry abovenamed and be further punished by
Whipping - viz that he be Whipped 20 stripes on his Naked Body
well laid on & pay cost of prosecution &c - The

The said Offender not being able to pay said Threefold Damages further ordered that he make Satisfaction by Service And that said Terry shall be and hereby is impowered to dispose of the said Offender in Service to any of his Maj^{ty} Subjects for the Term of Six years. The said Medad appeals from the Sentence of this Court to the Superior Court of Judicature Court of Assize and General Goal Delivery to be held at Springfield within and for the County of Hampshire on the fourth Tuesday of September Next Nextben Ely of said Springfield Yeoman came into Court and as Principal recognized in behalf of the Deft in the Sum of £200 Benjamin LeMaiden and Daniel Lamb as Sureties in the sum of £40 each for the said Medad's making his personal appearance before the Court last above mentioned and for his prosecuting his Appeal with Effect and that he shall abide the Order or Sentence of the said Court thereon and be of the Good Behaviour in the mean time, as p^d Recogⁿ in file.

Uisha King of Hatfield in the County of Hampshire Yeoman App^t is G^d Lyman of Northampton in County of Northampton appointed by the General Court of the Province of the Massachusetts Bay to take Charge of & Duty of Excise upon Wine & upon Limes Lemmons and Oranges & Spirits distill'd for one Year next after y^e 26th of March last App^{ee} from a Sentence given ag^t the s^d King by Sam^l Mather Jst at an Examination had before him on the 27th Day of March 1759. when & where the App^t was Deft and the App^{ee} was comp^t setting forth that there had been a Heurt of People to the heurt of the s^d King in Hatfield & that he s^d King was vehemently suspected of selling strong Liquors contrary to Law as s^d said Comp^t is fully set forth praying sundry persons therein named may be ordered to appear before said Justice and examined touching the same or as is largely set forth on file. The parties appear And Joseph Hawley Jst Attorney to the said Lyman comes and says he will no further prosecute the said Complaint. Order that the s^d King be dismissed and go without Day.

The Proprietors of the Plantation called Halltown in the County of Hampshire who were summoned to appear here and answer to a presentment of the Grand Jury for not keeping the highWays there in Repair not making their Appearance now on a Motion of the King's Att^r Ordered that They be summoned to appear at the Next Court of General Sessions or to answer to the said presentment.

Silences

Silence is granted Nat. Pease of Blandford to be an Innholder Retailer and Common Victualler in the House where he now dwells till the Time by Law appointed for granting Licences in this County. John Ashley Esq^r as Principal in behalf of s^d Pease recognized in £10 with Sureties as y^e Law requires for his keeping good Rule and Order in his House and for his duly observing y^e Law made for Regulation of such Houses And also recognized as Principal in behalf of s^d Pease with sufficient Sureties in the sum of £50 for s^d Pease keeping and rendering the Accounts and paying the Duties by Law required as s^d said Recogⁿ in file appears.

80
Elezar Burt
Licence is granted Eleazar Burt of Northampton to be a -
Retailer of Spirituous Liquors out of his now dwelling house &
Dependencies to be spent out of Doors till the Time by Law -
fixed for granting Licences in this County Who recognized
with Sureties as the Law directs duly to observe the Directions
of the Law relating to Persons licenced to sell out of Door only
And also recognized with Sufficient Sureties in the Sum of -
£50 to keep and render the Accounts and pay the Duties by
Law required as ϕ said Recognizance on file appears -

Levi Ely
Licence is granted Levi Ely of Springfield to be an Inn holder
Retailer and Common Victualler where he now dwelleth
till the Time by Law fixed for granting Licences in this County
Who recognized as the Law directs to keep good rule and
Order in his House and duly to observe the Laws made for the
regulation of such Houses and also recognized with Sufficient
Sureties in the Sum of £50. to keep and render the Accounts -
and pay the Duties by Law required as ϕ ϕ Recognizances
on file appears -

John Ashley Esq
Licence is granted to John Ashley Esq. to retail Tea Coffee -
and China Ware for one year next ensuing Who recognized
with Sureties duly to pay the Excise by Law set on the same
as ϕ his ϕ Recognizance on file appears -

Jonathan Root
Jonathan Root of Sheffield is licenced to be a Retailer of
of Tea Coffee and China Ware for one year next ensuing -
John Ashley Esq. in his ϕ Root's behalf recognized with Sure-
ties according to Law for ϕ Root's duly paying the Excise
by Law required as ϕ said Recognizance on file appears -

Elezar Burt
Licence is granted Eleazar Burt to sell Tea Coffee & China
Ware for one year next after this Who recognized according
to Law duly to pay the Excise by Law set on the same as
by his Recognizance on file appears -

Josiah Chauncey Esq
Licence is granted Josiah Chauncey Esq. to sell tea Coffee
and China Ware for a year next ensuing Who recognized with
Sureties according to Law to pay the Excise by Law set on the
same as ϕ said Recognizance on file appears -

Benjamin Leonard
Licence is granted to Benjamin Leonard Junr. to keep a ferry
at the Place called the upper Wharf in Springfield the there
to be the same as usual Who recognized in the Sum of £10 -
lawful money for the faithful Discharge of his Trust as ϕ ϕ
Recognizance on file appears -

John Morgan
John Morgan of Springfield as Principal recognized before this
Court in the Sum of £40 lawful Money Ebenezer Hitchcock &
Joel Ely as Sureties in the Sum of twenty Pounds each for
the said Morgan's making his personal Appearance before the
Justices of this Court at their next Session to be held here on -
the Last Tuesday of August Next to answer to the Complaint
of Mary Wright for begetting a Child on her Body &c and to do
and receive be a, ϕ ϕ Recognizance on file -

John Hill
John Hill Who stands bound by Recognizance taken at the
last Court to appear here and answer to the Complaint of Abigail
Blanchard for being the Father of her bastard Child is now
discharged therefrom by Proclamation by order of Court &

George Leonard who stands bound by Recognizance taken at the last Court to make his personal appearance here to answer to the Complaint of Eleanor Leonard Widow for getting her with Child was now discharged from the same by Proclamation by order of Court — {George Leonard discharging.

Jonathan Taylor who stood bound by Recognizance taken before William Williams Esq. to appear here to answer to the Complaint of Silvanus Peirce of Pontotock in behalf of his Daughter a Minor was now discharged from the same by Proclamation — {Jonathan Taylor

Abigail Collins of Westfield complains that James Noble had begotten a bastard Child on her Body praying this hon^{ble} Court should order him to be brought to answer & afterwards, the said Abigail comes and withdraws her Complaint — {Collins Noble,

Hannah Bush of Sheffield her Confession that she had been guilty of the Crime of Fornication made & taken before Joseph Dwight Esq. on the 11th of May Quirent was now read and accepted. It is hereupon ordered that she pay a fine of 13/4 lawful Money to his Majesty for the Support of Government and Cost. paid — {Hannah Bush Confessions.

Eleanor Leonard of Springfield comes before this Court & confesses she has been guilty of the Crime of Fornication — Ordered that she pay to his Majesty for the Support of Government a fine of thirteen Shillings and four pence & Cost. paid — {Eleanor Leonard

Abigail Collins of Westfield now comes into Court & confesses she has been guilty of the Crime of Fornication — Ordered that she pay a fine of thirteen Shillings and four pence to his Majesty for the Support of Government and Cost — paid — {Abigail Collins

Eleanor Charles of Brimfield now comes before the Court & confesses she has been guilty of the Crime of Fornication — Ordered that she pay a fine of 13/4 lawful Money to his Majesty for the Support of Government for her Offence & Cost — paid — {Eleanor Charles

Merry Hoar of Brimfield now comes before the Court & confesses she has been guilty of the Crime of Fornication — Ordered that for her Offence she pay a fine of thirteen Shillings and four pence to his Majesty for the Support of Government & Cost — paid — {Merry Hoar,

Abiel Blanchard of Palmer now comes before the Court & confesses herself guilty of the Crime of Fornication — hereupon Ordered that she pay a fine of thirteen Shillings and four pence to his Majesty for the Support of Government and Cost — paid — {Abiel Blanchard

Leah Webb of Springfield now comes into Court & confesses she has been guilty of the Crime of Fornication — the Court orders that she pay a fine of eight Shillings lawful Money to his Majesty for the Support of Government and Cost — paid — {Leah Webb

Miriam Ashley of Westfield Widow & Gentlewoman now comes into Court and confesses herself guilty of the Crime of Fornication — Ordered that she pay a fine of thirteen Shillings and four pence lawful Money to his Majesty for the Support of Government and Cost — paid — {Miriam Ashley

Capt. Joseph Root of Montague presented an Ait to this Court of the Repairs he had made of Miller's Bridge across Miller's River in the Road from Sunderland to Montague by order of Court wth amounts to three pounds, three Shillings and eight pence lawful Money praying — {Joseph Root's Ait

Q. Capt. Root's Awt - praying the same may be allowed and paid - The Court say - the Amount is allowed - and ordered that the County Treasurer be directed to pay the same out of the said County Treasury to said Root in full Discharge thereof - Order Copy is - 6th June 1759

Graham and his Wife Children Pursuant to a Warrant under the hands of the Select Men of the Town of Westfield dated the 10th of March last John Graham and Susanna his Wife and Hannah and Lucy their Children - on the 12th of the same March were warned to depart and leave the said Town forthwith by Daniel Fowler Constable as by said Warrant and Return thereon on file appears -

Richerfson Thingbo Lundeland Pursuant to a Warrant under the hands of the Select Men of Sunderland bearing Date the first of May 1759 - Experience - Richerfson and her son Simon Thing so called and Dorothy Kellogg on the third of the same May were warned to depart and leave the Town of Sunderland forthwith by Joseph Field Constable, as by Warrant and Return on file appears -

Eldad Graves & Family Pursuant to a Warrant under the hands of the Select Men of the District of Montague dated the 22^d of Jan^y 1759 - Eldad Graves his Wife Sarah Graves and their son Zadorb Graves on the 25th of the same January were warned forthwith to depart and leave said District by Asahel Gunn Constable for Montague as by said Warrant and the Return on file appears -

Brooks and others Hadley Pursuant to a Warrant under the hands of the Select Men of the Town of Hadley dated the 14 of May current Joseph Brooks and his Wife Miriam Brooks and Rachel Chollier were warned forthwith to depart and leave said Town on the Day following by Jonathan Warner Constable as by Warrant and Return appears -

Deerfield Selectmen Petition The Petition of the Select men of Deerfield praying this Court to reconsider their late Acceptance & Confirmation of the Road laid out by French's Ferry to Deerfield or Discontinue of same for sundry reasons offered therein or in case the Court should not think it convenient to discontinue the same without a further view by a Committee that then they would appoint one at the Charge of the Town of Deerfield again to view and consider the same was now read and the Court order that the said Petition shall be and hereby is dismissed -

Isaac White's Petition The Petition of Isaac White of Greenwich praying for a Discontinuance of the Road running thro' his Land Northerly & Southerly along under the East hill so called was again read and Ordered that the Consideration thereof be further referred to the Next Session of this Court -

Quidern Betitio The Petition of Isaac White of Greenwich Yeoman humbly shews there is a high Way running thro' the Southerly part of his Farm in Greenwich where her said Isaac's homely dwells not far East of the Great Hill so called - your petitioner humbly prays he may be allowed to Close up the said high Way where it enters his Land on both sides of it with Bars under the Condition that the People of the County shall at all times freely pass through the same Farm by pulling Down the Bars and that they be oblig'd to put them up again upon the Pains and Penalty of the Law in that Case provided Which Petⁿ was now read and it is sustained - and the Prayer so far granted that he said Isaac shall be & hereby is allowed to keep up Bars at the places where the high Way enter his Land on both sides thereof during the Court's pleasure People not being thereby prevented passing in and over of same Way -

John Burt Increase Sikes Timothy Bliss Reuben Bliss Samuel
Sikes and George Pyncheon for himself and others by their petition { Burt &
shew that they have incroached on the high Way in Springfield } Pyncheon
and being unable to determine where the Incroachments are made { Others
Committee may be appointed to lay out the Road there or to } Deane
regulate the same respecting their Incroachments Which petition
has now read and the Court order that the Matter be referred to
the Next Session of this Court for their further Consideration -

Daniel White and others Inhabitants of the Town of Springfield { White
by their petition humbly pray this Honorable Court to order a high } &
Way to be laid out from the upper End of Barnapogue Street across } Others
the Hill to the high Way in Chiquapee there in the best manner } petition
to accommodate the public. Which Prayer the Court having
now taken into Consideration say is granted and Its ordered
that Messrs Benjamin Day Benjamin Leonard Tim Hopkin
Luke Hitchcock and Ebenezer Hitchcock Who are five disinterest
ed sufficient Freeholders in this County be a Committee to view
and lay out said Road or high Way prayed for (having first
given Seasonable Notice to all persons interested of the time
and place of their Meeting) Which Committee shall be under
Oath to perform said Service according to their best Skill and
Judgment with most Convenience to the Public and least pre
judice or Damage to private property and shall ascertain the
Place and Course of said Road in the best Way and Manner
they can which having done they or the Major part of them
shall make Return to the next Court of General Sessions of
the Peace to be held in said County after the Service is perform
ed under their Hand and Seal, and if any Person shall be
damaged in his property by the laying out the said Way the
said Committee are empowered and required under Oath to
estimate the same and make Return thereof as aforesaid -
And upon a Motion of John Worthington Esq further ordered { High Way
that the above named Committee view and lay out a high Way } through
from the place at the Easterly bounds of the Town of Westfield { Westfield
where the road now used from Springfield to Westfield enters } Street
the Bounds of Westfield westward thro' the Town Street in
said Westfield to the place where the Sheriff and Jury Who
lately laid out a high Way from said Westfield to Sheffield
in this County began to lay out the said high Way last men
tioned Who are in all things to observe the Directions of the Law
in this behalf made and provided and to govern themselves in
doing said Service accordingly and Make Return in manner
before directed

Benjamin Road Ebenezer Williams John Pittes John { Roads
Dickinson Tho Selden Peter Smith Jacob Warner Moses - } & others
Dickinson David Dickinson and Nathaniel Dickinson } petition
all of Amherst in the County of Hampshire Who jointly presented
a Petition to this Court At the last Session of the same shewing
that there was a high Way lately laid out across their respec
tive lands there by Which they are much aggrieved & damaged,
by Order of this Court at a former Session thereof then praying
for a Jury to enquire as by Law is provided in such Cases Which
Prayer was granted & an order thereon made All which is at large
recorded in the Records of this Court and of their last Session
but there being a manifest Defect in the Prayer of their said
Petition, at the Desire of Major Hawley Attorney to the
Petitioners an Order to the Sheriff was wholly omitted to be made
Now come and pray that this Court would enquire by a Jury
to be

to be summoned by the Sheriff for that purpose whether it be
 Roads & not reasonable that the Inhabitants of the late Town of Hadley
 others (and District of Amherst should pay your Complainants
 Petⁿ respectively for the Damages they have severally sustained
 by the laying out the said Way thro' their Lands in Manner as
 aforesaid (viz as recorded in y^e Record above mentioned) said Way
 having been laid out before said District was set off from Hadley
 aforesaid They also humbly pray said Jury may be impowred
 and directed to enquire whether it is not reasonable that part of
 the aforesaid Way where it crosses the burying Yard in s^d Amherst
 should be varied or altered They also say said Way thro' all the
 Lands aforesaid (viz in s^d Record mentioned) is not so convenient
 for the Publick as it might otherwise have been laid Which they
 may may be enquired into by s^d Jury and as in Duty bound &c.
 The Court having heard this Petition say the Prayer thereof
 is granted and Order that the Sheriff or his Deputy summon
 a Jury as soon as may be in manner as the Law directs &
 with them proceed to said Amherst, having first caused them to
 take the Oath by Law required, and there inquire into the
 Premises Which said Jury shall make Return of their Ver-
 dict under their hands and Seals to the Next Court of Genl^e
 Sessions of the Peace to be held in this County after such
 Inquiry shall be made

We the Subscribers who were appointed a Committee to view and
 lay out a high Way from the high Way leading from Hadley to r^r
 Sunderland to the high Way leading from s^d Hadley to Amherst
 Road ag^t so as best to accommodate Travellers from Hatfield by the Way of
 Wait's ferry to Amherst & Eastward having given reasonable
 Amherst Notice of the Time & Place of our Meeting met there & having view^d
 the Way have laid out a Road as after described beginning at a
 black oak tree mark'd Q. R. where the Road lately laid from Wait's
 ferry ended then running East 5° N. 40 rods to a Stub then E. 22° N.
 18 rods to a black oak tree then E. 4° S. 13½ rods to a White oak Saddle
 then S. 7° E. 22½ rods to a White tree then S. 7° E. 30 rods to a heap
 of Stones then S. 25° W. 22 rods to a black oak tree then S. 10° E.
 20 rods to a heap of Stones then S. 20° W. 24 rods to a Saddle with
 a heap of Stones then S. 10° E. 46 rods to a White oak Saddle then
 East 26° S. 52½ rods to a black oak Saddle then E. 34° S. 30 rods ½
 to a Stake with Stones then E. 19° S. 32 rods to a pine tree then E. 40° S.
 20 rods to a Stake then E. 26° S. 30 rods to a pine tree then E. 12° S.
 26 rods to a heap of Stones then E. 0° S. 34 rods to a pine tree then
 E. 1° S. 20 rods to a pine tree then E. 10° S. 33 rods to a pine Saddle
 then E. 13° N. 72½ rods to a pine Saddle then East 27° N. 23½ rods
 to a pine tree in the high Way going from Hadley to Amherst
 N. 13. the high Way abovescribed is four rod wide and the
 above described Line is the Middle thereof Given under
 our Hands and Seals the Ninth of May 1759.

Supply Thingley Seal Elisha Hubbard Seal
 Nath^l. Clark just Seal John Dickinson Seal
 Josiah Pomroy Seal

The foregoing Return was now read and accepted and in
 Orderell that the same be recorded in the Record of this Court
 and after known as a Common Way and that all Nuisances
 be forthwith removed

We the Subscribers being appointed a Committee to view the High Way in Amherst from Moses Warner's Dwelling house to John Klett's and to make some Alteration of the Same if we judged it of Common Convenience and having given seasonable Notice of our Meeting met there and having Carefully viewed & examined said Road and heard the Pleas of all Persons concerned we judged it of Common Convenience and Necessity that an Alteration be made and accordingly have laid out said Road anew in part viz beginning at a White Oak Stub in the said High Way near John Klett's running West 9° 1' 24 1/2 rods to a White oak Tree then West 21° 1' 29 1/2 rods to a White oak Tree then Wt 9° N° 10 rods to a heap of Stones then Wt 3° N° 30 rods into the high Way near Eimeon Dickinson's Dwelling house given under our hand & seals this Ninth of May AD 1759.

High Way altered by Moses Warner in Amherst

N.B. the high Way above described is laid four rods wide and the Line we run to be the Middle

Elisha Hubbard seal
John Dickinson seal
Supply Kingsley seal
Nathl. Black jun. seal

The foregoing Return was now made and read & accepted And It Ordered by the Court that the same shall be recorded in the Records of this Court and after known as the high Way thus altered & changed and that all Nuisances thereon be forthwith removed.

The County of Hampshire D ^r for the foregoing services		Com ^{tes} Auit ^{allow}
viz To Elisha Hubbard for two Days spent therein at 7/4 ^p — — — — — 10. 14. 0.		
To Josiah Pomroy for 2 Days & 6/4 ^p — — — — —	12. 0.	}
To Nathl. Black for D ^r D ^r D ^r — — — — —	12. —	
To John Dickinson D ^r D ^r — — — — —	12. —	
To Supply Kingsley D ^r D ^r — — — — —	12. —	

Which Amount was now presented and allowed by the Court and the Court order that the County Treasurer be directed to pay the several Persons abovenamed the sums respectively due to'em out of the Monys now in the said County Treasury in full Discharge thereof

The foregoing Judgments and Orders were made and entered up and then the said Court adjourn'd without Day

Attest W^m Williams cler.

83. Hampshire Co. Anno Regni Regis Georgii secundi magnae -
 Inferior Court Britaniae, Franciae & Hiberniae tricesimo tertio -
 August 1759. -

At his majesty's inferior court of common pleas begun and held at Springfield for and within the county of hampshire on the last tuesday of august being the twenty eighth day of said month anno Domini 1759.

Justices of the said Court-present

Joseph Dwight
 Isaac Williams
 Josiah Dwight
 Timothy Dwight junr

Esquires.

Jury for Trials -

Jonathan Hunt foreman
 Ebenezer Morgan
 Phineas Chapin
 Thomas Stebbins
 Enoch Southwell
 Samuel Marsh
 Unathan Graves
 Moses Noble
 Aaron Dewey
 Daniel Arms
 Frenance Webber
 Stephen Morgan -

John Horton de tal.

Old's Adm^r or Colton } Jacob White of Springfield aforesaid gent. & John Ingersol of westfield in the county of hampshire gent. administrators on the estate of Robert Old late of Sheffield dec^d p^lffs. or Charles Colton of said Springfield yeoman deft. in a plea of the case &c. The p^lffs in this case being three times solemnly called to come into court & prosecute this action were nonsuit and the deft. defaulted -

Idem app^l or Runden app^l } Jacob White gent. & John Ingersol gent. abovenamed administrators on the estate of the abovenamed Old appellants against Charles Colton app^lee the appellants being three times called were nonsuit and the Appellee defaulted -

M^r Clister or Taylor } James M^r Clister of Enfield in the county of hampshire yeoman p^lff. or Joshua Taylor of South-Hadley in the same county yeoman - deft. in a plea that the deft render to said James eight pounds fourteen shillings lawful money which he owes him and unjustly detains from him and whereon said James says that at the inferior court of common pleas held at Springfield aforesaid for this county on the last tuesday of August in the 2nd year of the now kings reign by the judgment of the same court he recovered against said Joshua seven pounds 3^d lawful money for his damages by reason of said Joshua's not having fulfilled his promise to him before that time made and thirty one shillings for his cost - as by the record thereof in said court there remaining appears and altho execution was on the 12th of Sept^r in the same year of the said kings reign sued out on said Judgment yet the same was never executed nor said sums paid wherefore action comes &c. as p^l of West - the parties appear - the deft pleads that the p^lff ought to be barred of this action because he says on the 13th of Sept^r aforesaid he satisfied the p^lff of whole contents of the ex^on aforesaid which he is ready to verify &c. and prays Judgment accordingly - And the p^lff. says the defts plea is insufficient in law and that by law he is not held to reply thereto &c. and the deft. says his plea is sufficient -

It is therefore considered by the court that the said James recover against the said Joshua eight pounds fourteen shillings lawful money debt and Cost taxed at two pounds three shillings & three pence

Nathaniel Downing of Sheffield in the county of Hampshire physician
pltf. or Bailey Austin of Salisbury in the county of Wiltshire bloomer
def. in a plea of the case &c. this case was first commenced at the last
inferior court and was then continued by order of court to this term and
now the parties appear and enter into a rule of court to refer the
case to Silas Kellogg the deft chose Ebenezer Smith and the
court appointed Mr. Daniel Allen who are of Sheffield aforesaid
who are to hear the parties consider the case and make report to
the next inferior court whose Determination or any two of them
is to be final and the action is continued in the mean time

James Smith of Sheffield yeoman pltf. or Stephen Hockwell
of said Sheffield Labourer def. in a plea of the case &c. this case was
originally entered at the last session of this court and then referred
appears by the record of the same and the pltf being three times
called was nonsuit and the deft defaulted

Benjamin Bryant of Windsor in the county of Hartford yeoman
pltf. or Elijah Stetson of Sheffield in the county of Hampshire
yeoman def. in a plea of the case wherein the pltf demands of
the deft sixteen pounds thirteen shillings and two pence to balance
accounts &c. & the writ at large appears - this case was originally
commenced to have been heard and tried at the last inferior court
of common pleas held at Springfield in and for the county of Hamp-
shire on the third Tuesday of May last and was then continued to
this Court - and now the said Elijah tho' three times solemnly
called to come into court came not but made default

It is therefore considered by the court that the said Benjamin
recover against the said Elijah sixteen pounds thirteen shillings
and two pence lawful money damages & cost taxed at £

Benjamin Old yeoman and Martin Kellogg yeoman both of Suffolk
in the county of Hampshire pltfs. or Thomas Dewey of Westfield in the
same county yeoman def. in a plea of the case for that said Thomas
at said Suffolk Nov. 8th 1706 by his note of that date promised by
the name of Thomas Dewey hnt for Value received to deliver the
pltfs. a good new pair of grinding nuts meaning grinding nuts
to grind apples withal by the first day of June then next or to pay if
damage the pltfs. should sustain for want of the same yet the deft
hath not delivered the said grinding nuts to the pltfs. to this day nor paid
them the damage they have sustained for want of the said grinding nuts
which they say is three pounds money damages but tho' often request-
ed the deft hath not delivered the said grinding nuts to the pltfs. nor paid
them the said three pounds damage but neglects it to their damage as
they say four pounds - This case was originally commenced at the
last session of this court and then referred as by the record appears
and now the referees to whom it was referred report that the defts
say the pltfs. one pound eleven shillings damages and the
charges of this reference - which report the court now accept -
And - It is therefore considered by the court that the said Old
and Kellogg recover against the said Dewey One pound eleven
shillings lawful money damages and cost of the reference taxed at

Thomas Morley lately of Westfield in the county of Hampshire
yeoman pltf. or Matthias Smith of Springfield in the same county
ladler def. in a plea of the case demanding three pounds nine shillings
and four pence due by the defts note of March 1st 1700. &c. the referees
to whom this case was referred at the last court now report that the
pltf shall bear his own cost of Court in this case

And

84.
Smith or Morly { Matthias Smith abovenamed Sadler, p^lt^f vs Thomas Morly abovenamed
deft. in a plea of the case demanding four pounds lawful money
for a Side Saddle sold and delivered the deft. by the p^lt^f on the
Sixth day of June 1710 - the referees to Whom this case was referred
with the other next above report - that the said Smith shall pay
the said Morly the sum of ten shillings being the just balance
between them and that he also pay the cost before the Referees -
being One pound seventeen shillings - and that the said Smith
bear his own cost of Court - which report is now accepted - and
It's therefore considered by the court that the said Morly re-
cover against the said Smith ten shillings lawful money Dam-
ages and Cost before the referees taxed at one pound seventeen
shillings -

Storkwell or Prindal { Stephen Storkwell of Sheffield Labourer app^t vs Samuel Prindal
app^t of Newtown in the county of Hampshire app^{ee} from a Judgment -
rendered ag^t the app^t by John Ashley Esq^r for the app^{ee} the then
p^lt^f to recover ag^t him forty shillings Damages W. this case at
the motion of the atty for the app^t was further continued the wit-
nesses on the part of the appellant being in the King's Service - to
the next inferior court of common pleas to be held at Northampton
in and for the county of Hampshire on the second Tuesday of Nov^r next

Meeker or Bozworth { Benjamin Meeker of the place called No^o three in the county of
Hampshire yeoman p^lt^f vs Nathaniel Bozworth of the same place
yeoman deft. in a plea of the case for the recovery of fifty pounds -
sixteen shillings and nine pence with the Interest due by the deft^r
note of the Ninth of March last &c - as on file - The deft being
three times solemnly called to come into court came not but made
default - It's therefore considered by the court that the p^l Boz^a re-
cover against the said Nathaniel forty seven pounds three
shillings and seven pence lawful money damages and Cost of
Court taxed at two pounds one shilling and three pence -

Bell or Searl { William Bell of Palmer in the county of Hampshire yeoman p^lt^f.
vs William Searl of the same Palmer yeoman deft. in a plea of the case
for the recovery of several sums due by Notes &c at the Motion of the
Att^y for the p^lt^f. this case is continued to the inferior court of com-
mon pleas to be holden at Northampton in and for the county of
Hampshire on the second Tuesday of November next -

Brown or Miller { Phineas Brown of New-Marlborough district in the county of -
Hampshire Gent. p^lt^f vs Abraham Miller of Sheffield in the same county
Husbandman deft. in a plea of the case demanding three pounds 10^s 3^d-
with the Interest by the deft^r Note of the 13th June 1710 due to the
p^lt^f. as per the Writ &c - The deft. in this case tho^o three times solemn-
ly called to come into court came not but made default -
It's therefore considered by the court that the said Phineas recover against
the Abraham three pounds eleven shillings and six pence one farthing lawful
mony damages and Cost taxed at two pounds four shillings -

Griffin or Searl { Benjamin Griffin of Ware-river precinct so called in the county of -
Hampshire husbandman p^lt^f vs William Searl of Palmer in the same
county yeoman deft. in a plea of the case &c at the motion of the p^lt^f
ordered this case be continued to the inferior court of common pleas to
be held at Northampton in and for the county of Hampshire on the
second Tuesday of November next -

Bliss or Chase { Luke Bliss of Springfield aforesaid Gent. p^lt^f vs Daniel Chase of Green-
wich in this county yeoman deft. in a plea of the case demanding of p^l
deft by his note of the 26th Sept^r 1710 seven pounds 10^s with y^e Interest &c
the

The deft. in this case tho' three times solemnly called to come into Court came not but made default. It's therefore considered by the court ^{Bliss} that the said Luke recover against the said Daniel the sum of five pounds ^{Chase} seven shillings lawful money damages and Cost of court last at £5.14.3. Exon is 4th October 1729.

James M^r Clister of enfield in the county of Hampshire Trader p^{ty} vs John Harwood of Ware river precinct so called in the same county husbandman deft. Whereas the s^r James at the superior court of Judicature held at Springfield for this county on the fourth Tuesday of September 1727 recovered a final Judgement against Ebenezer Knap of the same ware river precinct weaver forty eight shillings eight pence lawful money damages & three pounds 12/2 Cost of suit and whereas Execution on said Judgement issued out of the Clerk's office of s^r court on the 28th of August 1728 in due form of law returnable to the same court to be held at said Springfield on the fourth Tuesday of Sept^r then next, and the same was returned by a proper officer with this indorsement - viz that he could find either the body nor estate of the s^r Knap in his precinct Wherein to levie the same so it remain'd wholly unsatisfied, nor is s^r Judgement any way satisfied pursuant to the Kings Writ it was augth 11th made known to s^r said John Harwood (Who became bound as surety with s^r Knap on the original process served on the s^r Knap on which s^r Judgement was obtained on the 25th of Sept^r 1726 not only for said Knap appearing at the then next inferior court of common pleas to be held in s^r County & bidding the Judgement of said inferior court therein but also of the s^r superior court in case either party should appeal) that he be before this court to shew cause why s^r James should not have his Execution against him for his Damages & Cost ap^{er} & further do and receive or as p^o the said Writ is more largely set forth. And the said Harwood now brings the s^r Knap the principal into court and moved to be discharged - it's thereupon ordered the said Knap be taken into custody of the Sheriff and that the s^r Harwood he having paid the Cost of bringing forward his suit be discharged - Attendants, the s^r James being three times called was nonsuit and the said Knap the now deft defaulted.

Jonathan Warner of Hadley in the county of Hampshire Trader & yeoman p^{ty} vs Samuel Giddner late of a plantation called Cold Spring in the same county Gent. deft. in a plea of the case for the Recovery of two pounds 12/7th due & owing as p^o the Writ - the deft tho' three times solemnly called to come into court came not but made default - It's therefore considered by the court that the said Jonathan recover against the said Samuel two pounds twelve shillings and seven pence Half penny lawful money damages and Cost last at one pound 16/6.2 - Exn is 8th Sept. 1729.

Jane Bull of Sheffield in the county of Hampshire gentlewoman p^{ty} vs Robert Joyner of the same place yeoman deft. in a plea of the case demanding of the deft Six - pounds with the Interest of it due by his Note of the 13th of February 1729 as p^o the writ is fully set forth - the deft being three times called made default of appearance in Court - It's therefore considered by the Court that the s^r Jane recover against the said Robert Six pounds three shillings and seven pence one farthing lawful money damages & Cost last at £2.10.6. - Exn is 28. Sept 1729.

John Holmes of the nine partners in dutchess county in s^r province of New York blacksmith p^{ty} vs Josiah Loomis of Sheffield in the county of Hampshire yeoman deft. in a plea of the case demanding of the said Josiah ten pounds fifteen shillings New York money worth eight pounds 1/3 lawful money which the deft promised by his note of the 4th of January 1729 to pay the p^{ty} & as p^o the Writ - the deft being three times called made default of appearing in court - It's therefore considered by the court that the p^{ty} recover against the deft eight pounds 1/3 lawful money damages and Cost last at three pound like money - Exon is 28. Sept. 1729.

Dewey
or
Noble

Israel Dewey of Sheffield in the county of Hampshire yeoman p^lff. v^s Preserved Noble of the same Sheffield yeoman def^t. in a plea of the case for the recovery of six pounds, three shillings and six pence upon the def^t's note of the 21st of nov^r last with interest from the first of may last as p^r the Writ - the def^t in this case being three times called did not appear but made default. It is therefore considered by the court that the p^lff. recover ag^t the def^t six pounds, six shillings lawful money damages and cost last at two pounds 8^s.

Ashley
or
Bailey

John Ashley of Sheffield in the county of Hampshire Esq. p^lff. v^s Daniel Bailey of said Sheffield cooper def^t. in a plea of the case for the recovery of two pounds with the Interest due by the def^t's note of the 20th feby 1787. as p^r the Writ - the def^t was three times called to come into Court but made default of appearing - It is therefore considered by the court that the p^lff. recover against the def^t two pounds six shillings lawful money damages, and Cost last at 2^l. 9^s. 11^d. 28. sept 1789 -

Whitney
or
Miller

Joshua Whitney of Norfolk in the county of Litchfield in the colony of Connecticut Esq p^lff. v^s Abraham Miller of Sheffield in the county of Hampshire husbandman def^t. in a plea of the case demanding twenty seven pounds, four shillings y^rork money with twenty pound, 8^s law. Money with the Interest due by def^t's note of the 30th of march 1789. - the def^t being three times called did not appear but made default - It is therefore considered by the court that the p^lff. recover against the def^t twenty pounds eighteen shillings and three pence lawful money damages and cost last at two pounds, eleven shillings & two pence.

Ex^{co} 20th sept 1789 -

Bull
or
Loomis

Jane Bull of Sheffield in the county of Hampshire widow and gentlewoman p^lff. v^s Josiah Loomis of said Sheffield yeoman def^t. in a plea of the case demanding four pound, sixteen shillings and eight pence with the Interest due by the def^t's note of the 24th of October last. as p^r the Writ - the def^t was three times solemnly called to come into court but he came not but made default - It is therefore considered by the court that the p^lff. shall recover against the def^t five pounds one shilling and six pence lawful money damages, and Cost last at two pounds 9^s 6^d -

Ex^{co} issued 20 sept 1789 -

Hovey
or
Dickinson

Hannah Hovey of Sunderland in the county of Hampshire distracted person who sues by her guardian Jonathan Hovey of Sunderland yeoman p^lff. v^s Menoni Dickinson of Hatfield in the county of Hampshire yeoman Executor of the last Will and Testament of Dickinson late of Hatfield yeoman dec^d def^t. Who by her Guardian that she at the infer^r Court of common pleas, held at Northampton for this county on the second Tuesday of November 1787. by her Guardian recovered ag^t Menoni as executor as afores^d thirty two pound money, damages, and seven pound 4^s 8^d. cost of suit, and the said Court awarded a writ of Ex^{co} ag^t the estate of J^r dec^d in the same manner as the Law directs, which was committed to a p^r who return'd it with his indorsement that after diligent search would not find any of the goods or chattels that belonged to Azariah and the Ex^{co} remain wholly unsatisfied and death of J^r Azariah his estate was worth one hundred and fifty lawful money all which then immediately fell into the hands of the said Menoni Executor as aforesaid and was much more than enough to pay all the debts due from the J^r Azariah at the time of his death and whereas the by her guardian suggests the J^r Menoni has wasted all the goods and estate of J^r Azariah afores^d it was made known to the J^r Menoni to appear here and shew cause if he have any why Ex^{co} should not be awarded ag^t him that is of his own proper goods and estate - may be levied the sum of damages and cost aforesaid with other charges mentioned

mentioned in the pl^{tf} Writ all which is more largely shewn in P^o Writ. the 2^d Benoni being now three times solemnly called to come into court came not but made default - The said Benoni afterward, came into Court and moved he might be admitted to a trial - which was granted - By the consent of the parties it was ordered afterward, that the case should be continued to the inferior court of common pleas to be held at Northampton in and for the county of Hampshire on the second Tuesday of November next -

Jonathan Morton of Hatfield in the county of Hampshire gentleman pl^{tf} or Ebenezer Sheldon of a new plantation called Falltown in the same county gent. def^t. in a plea of Debt upon the def^t bond to the pl^{tf} dated the 3^d day of October 1776 as p^r the writ appears - the def^t in this case tho³ times solemnly called to come into court came not but made default - It is therefore considered by the court that the pl^{tf} recover against the def^t thirteen pounds twelve shillings and one farthing lawful money being the chancery of the bond declared on debt and cost taxed at two pounds 1/2^d.

Oliver Partridge of Hatfield in the county of Hampshire Esq^r Sheriff of the said county pl^{tf} or Thomas Temple of a plantation called Woodtown in the same county yeoman def^t in a plea of the case demanding of the def^t on his note of the 14th of April 1780. two pounds 7/6 with Interest & p^r the writ fully appears - the def^t tho³ times called to come into court made default of appearing - It is therefore considered by the court that the said Oliver recover against the said Thomas two pounds, eleven shillings & six pence lawful money damages and cost taxed at one pound 17/3 -

Nathan Blake of Swanzy in the province of New-Hampshire in New-England yeoman pl^{tf} or Aaron Lyman of a plantation called Woodspring in the county of Hampshire yeoman def^t. in a plea of trespass on the case demanding of the def^t on his note of the 2^d of Nov^r 1787. four pounds fourteen shillings as p^r the writ &c. the def^t in this case being three times called to come into court made default - It is therefore considered by the court that the pl^{tf} recover against the def^t four pounds fourteen shillings lawful money damages and cost taxed at two pounds nine shillings & three pence.

Henry Curtice of Coventry in the county of Windham in the colony of Connecticut yeoman pl^{tf} or Amor Loomis of Southampton in the county of Hampshire yeoman def^t. in a plea wherein the pl^{tf} demand against the def^t his right and inheritance in certain lands described in the writ - this case by consent of the parties is continued to the inferior court of common pleas to be held at Northampton in and for the county of Hampshire on the second Tuesday of November next -

Daniel Marsh of Hadley in the county of Hampshire yeoman pl^{tf} or Moses Marsh of 1st Hadley gent. and a deputy Sheriff under Oliver Partridge Sheriff of 1st county def^t. in a plea wherein the pl^{tf} demand against the def^t sundry parcels of land in 1st Hadley described in his Writ as his right & inheritance whereof the pl^{tf} has been dispossessed by the def^t & into which the def^t has no entry but by the demise of Eleazer Porter Esq^r late of 1st Hadley deceased and for recovery whereof &c. as p^r the writ is at large set forth - and the def^t comes and plays leave to impart to the next term that he may have opportunity to vouch in the heirs of Eleazer Porter Esq^r aforesaid under whom he holds by deed of Warranty to take the defence of this suit upon themselves - And the action is continued to the next inferior court accordingly -

Daniel Marsh of Hadley in the county of Hampshire yeoman pl^{tf} or John Lyman of 1st Hadley gent. def^t. in a plea wherein he demand against the def^t a piece of land described the pl^{tf} writ as his inheritance &c. - this case is by consent of the parties continued to the inferior court of common pleas to be held at Northampton in and for the 1st county on the second Tuesday of November next -

Emmons } Thomas Emmons of Greenwich in the county of hampshire yeoman.
 or } pltf. v. John Gibbs lately of the same greenwich yeoman deft in a plea of
 Gibbs - the case demanding of the s^d John six pounds with the Interest due by his note
 of may 11th 1758. as by the writ appears - the deft in this case tho' three times
 called to come into court came not but made default - He therefore considered
 by the court that the pltf recover against the deft six pounds three shillings
 and five pence half penny lawful money damages & cost taxed at £2.0.3 -

Burt } Clearer Burt of Northampton in the county of hampshire Shopkeeper.
 or } pltf. v. Thomas Gilbert of Berkley in the county of bristol gent. deft. in an
 Gilbert - plea of the case for that whereas the deft. on the twentieth day of September
 anno dom. 1755. at a Place called Lake George in Springfield aforesaid in
 consideration that the pltf. had at the special instance and request of the
 deft. sold to him the deft. diverse merchandizes viz^t one hundred and ninety
 three pound of brown sugar and three gallons of rum and by the deft's order
 delivered the same to the private soldiers of the regiment under his the
 deft's command he the deft. on the day and year aforesaid at said Lake
 George in Springfield aforesaid undertook and promised the pltf. that he
 the deft. would pay the pltf. such sum of money as s^d merchandizes were
 then worth when he the deft. should be afterwards thereto requested and the
 pltf. says said merchandizes were then and there reasonably worth eight
 pounds eighteen shillings and ten pence lawful money of this province where
 of the deft. tho' afterwards he had notice yet the deft. tho' often thereto re-
 quested hath never paid said sum to the pltf. but denies to do it to his
 damage as he says twelve pounds - The parties appear and Tho^s Gilbert
 of Berkley aforesaid lig^t whose goods were attached in the Service of the pltf's
 writ comes and says the writ ought to abate because he is therein called
 Thomas Gilbert Gent. and not Tho^s Gilbert^{2^d} he ought to have been as is
 at large set forth on file and therefore prays Judgment that the s^d Writ may
 be abated &c. which plea the Court overrule as insufficient and say the
 pltf's writ is good and does not abate - saving which the said Thomas
 reserving liberty to give any any special matter in evidence under the
 general issue says he never promised in manner and form as the pltf.
 against him declares and thereof puts himself on the country and the
 pltf. likewise - in this case the evidences being produced and read and the
 parties fully heard it was committed to the Jury m^r Jonathan Hunt
 foreman and fellows who returned their verdict on oath that they find
 for the pltf. the sum of eight pounds eighteen shillings and ten pence
 damages and cost of suit - It's therefore considered by the Court that
 the said Clearer recover against the said Thomas eight pounds eighteen
 shillings and ten pence lawful money damages and cost of court taxed
 at four pounds and seven pence - The deft. by his attorney John Worthington
 Esq^r appeals from the Judgment of this court to the next superior court
 of Judicature to be held at Springfield in and for the county of --
 hampshire on the fourth tuesday of September next and recognized
 with Sureties as the law directs to prosecute his appeal with effect
 there as by his recognizance on file appears -

Kelsie } James Kelsie of cromelbow precinct in dutches county & province.
 or } of New-York yeoman pltf. v. John Tullar of Sheffield in the county of
 Tullar - hampshire yeoman deft in a plea of Debt for that said John Tullar
 at s^d Sheffield on the 7th of June 1749 by his bond under his hand and
 Seal of that date & in court to be produced bound himself (by the name
 of John Tullar of cromelbow precinct in dutches county & province of
 New York) to the said James in the sum of six hundred pounds lawful
 money of newyork which is equal to four hundred and fifty pounds law-
 ful money of this province to be paid to the said James Kelsie on demand
 yet s^d John tho' often requested hath never paid the same nor any part
 thereof but unjustly neglects it to the damage of the said James six
 hundred pounds -

The parties appear - and the said Tullar comes and reserving to himself liberty to alter this plea and make a new one on the trial only. Kelsie
or
Tullar
appears & says he is not guilty in manner and form as the p^lff alleges against him and thereof puts himself on the country - and the p^lff consenting says the def^t's plea is an insufficient answer to his declaration and that by Law he is not held to make answer thereto and says Judgment for his debt and cost. and the def^t says his plea is sufficient. It is therefore considered by the court that the said Kelsie recover against the said Tullar four hundred and fifty pounds lawful money (which is the whole penal sum of the bond declared on) debt & cost last at three pounds three shillings & four pence - The def^t by John Worthington Esq. his attorney appeals from the Judgment of this court to the Superior court of Judicature to be held at Springfield and for the county of Hampshire on the fourth Tuesday of September next and recognized with sureties as the law directs to prosecute his appeal with effect there as by P. recognizance on file appears -

Daniel Harris of Springfield in the county of Hampshire yeoman & Clerk of a Troop or company of horse in the Southern regiment of militia in said County in P. capacity p^lff vs Joseph Leonard Jun^r of the same place yeoman def^t in a plea that he render to the p^lff sixteen pounds & as of this - The def^t in this case being now in his majesty's western army upon the motion of his attorney ordered that the case be continued to the inferior court of common pleas to be held at Northampton within and for the county of Hampshire on the second Tuesday of November next Harris
or
Leonard

Benjamin Sikes of Springfield in the county of Hampshire yeoman p^lff vs David Ingersoll late of Sheffield in s^d County Gent. def^t in a plea of Covenant broken for that said David at said Springfield on the 5th of July in the twenty fifth year of his present majesty's reign by his deed that date in court to be produced (under his hand & seal) in consideration of seventy seven pounds 10^s lawful money well and truly paid him by said Benjamin did give grant and sell to s^d Benj^a sundry tracts of land in the township of Springfield aforesaid on the east side of the great river so called and in the first and upper division of commons called the upward commons there all which are particularly described in the p^lff's writ - and which the s^d David on the consideration aforesaid gave granted sold to the p^lff to hold to him & his heirs forever with the appurtenances and the said David at the time of making and executing said deed covenant and grant bound with the p^lff & his heirs that he was the true sole and lawful owner & possessor of the same lands and had full power to convey the same to him free and clear of all former grants & incumbrances and that they were so - and the p^lff says that at that time and at any times since the s^d David was not nor has been the true sole and lawful owner of s^d Lands nor has he power to convey the same to him in manner as aforesaid and that the same premises were not then free & clear of other grants & incumbrances and that by virtue of s^d deed he never could enter upon and enjoy the same (all which is more largely set forth in the p^lff's writ) & so s^d Benj^a says the said David hath broken his covenant made with him as aforesaid and not kept the same to his damage forty pounds - the parties appear - and the s^d David defends and says that if p^lff's writ ought to be abated for that he says there is a manifest repugnancy therein in that it is therein declared the def^t had given granted & sold to s^d p^lff his heirs and assigns forever the lands therein described and it is also declared that at s^d time of executing said deed or at any time since the def^t was not the ^{lawful} owner or possessor of the same but as the def^t hath at large set forth vis on file - The court having considered the def^t's plea judge it sufficient to abate the writ - And it is therefore considered by the court that the p^lff's writ be & shall be & hereby is abated and that the s^d David recover of s^d Benj^a cost last at one pound ten shillings lawful money. Sikes
or
Ingersoll

Ebenezer Kellogg late of Hadley in the county of Hampshire gent
 now Resident at Stow in the county of Middlesex p^lt^f or Thomas
 Harard of Palmer in said county of Hampshire weaver def^t in a
 plea of the case wherein the p^lt^f demands ag^t & def^t five pounds 9/4.
 lawful money upon the def^t note of Aug^t 28th 1780 - en & y^e writ -
 The def^t in this case tho three times called to come into court came
 not but made default & It is therefore considered by the court that
 the p^lt^f recover against the def^t five pounds nine shillings and
 four pence lawful money damages & cost tax & at two pound 10/6

Joseph Dewey of westfield in the county of Hampshire husbandmⁿ
 and Beulah his wife p^lt^fs or Erastus Sacket of said westfield yeoman
 executor of the last will and testament of Joseph Sacket late of westf^{ld}
 def^t in a plea that he render to the p^lt^fs eight pounds lawful money
 which he unjustly detains from them for that whereas Joseph Sacket
 afores^d def^t father of the said Beulah in his life viz on the eighth of
 March A^D 1756 at westfield aforesaid made his last will & testament
 in writing and by his said last will and testament gave and bequeathed
 to the said Beulah then wife of s^d Dewey eight pounds lawful money of
 this province and by his said last will and testament he ordered that
 the said Erastus the def^t (whom by his said last will and testament the
 said testator made and ordained the executor of the same) should pay s^d
 eight pounds to her the said Beulah immediately after his the said
 testator's death and afterwards on the tenth day of October 1756 the said
 Joseph Sacket the said testator died at said westfield leaving Assets
 more than sufficient to pay all his debts funeral expences and all the
 Legacies and bequests made by him in his said will all which assets
 immediately after the said testator's death came into the hands of the
 said Erastus who afterwards viz on the twenty third day of November -
 1756 at Northampton in the county aforesaid accepted the trust of s^d S^rship
 and presented said will and made proof of the same before Timothy -
 Dwight Esq^r then Judge of probate of Wills and granting letters of ad-
 ministration for the said county and then and there took upon himself
 the execution of said will and testament and afterwards at a court of probate
 held at Northampton aforesaid by the said Timothy Dwight Judge of
 probate as aforesaid on the second Tuesday of december in the same year
 the said will Whereby the above said gift was made to said Beulah was
 by the said Judge allowed and approved as the last will and testament
 of the said Joseph Sacket and by him adjudged to be a will & testament
 valid and effectual in law which probate of said will by said Judge the
 p^lt^fs will produce in court by force of which premises action has accrued
 to the p^lt^fs to demand and have of the def^t the said sum of eight pounds
 yet the def^t tho often thereto requested has not paid said sum or any
 part thereof but unjustly neglects it to the damage of the p^lt^fs twelve
 pounds ~ The parties appear And the said Erastus Executor as aforesaid -
 defend^r and says the said Joseph Dewey and Beulah his wife ought ^{not} to have
 and maintain this action against him because he says he hath adminis-
 trated all and singular the goods or chattels of the said Joseph the testator
 which belonged to him at the time of his death in his hands to be ad-
 minished and that he the s^d Erastus hath no goods or chattels which be-
 longed to said testator at the time of his death in his hands to be adminis-
 trated nor had at the time of the purchase of the p^lt^fs writ or ever since any
 such goods or chattels which he is ready to verify wherefore prays Judgment
 if they ^{ought} to have their action & for his cost - And the p^lt^fs say that by any
 thing pleaded by the def^t they ought not to be precluded having their s^d
 action maintained against him because they say he now has in his
 hands goods chattels and estate which belonged to s^d testator at his death
 more than sufficient to pay the sum by them demanded of him
 (unadminished) without this that the def^t has administred all & singular
 the goods and chattels which belonged to the s^d testator at his death to be
 administred which they are ready to verify & pray Indg^t for their Debt & cost
 - And

And the said Erastus comes and rejoins and says as in his plea aforesaid that he hath no goods & chattels which belonged to the said testator at the time of his death in his hands to be administered and thereof puts himself upon the country and the p^{ty} likewise. The evidence in this case being produced in court and read and the parties fully heard the case was committed to the Jury m^r Jonathan Hunt foreman and fellows who returned their Verdict on oath that they find for the p^{ty}, the sum due for being eight pound money debt and cost of Court.

It's therefore considered by the court that the p^{ty} recover against the debt as Executor as aforesaid the sum of eight pound lawful money debt and cost of court tax at two pound 15^s.

Joseph Dwight of Sheffield in the county of Hampshire Esq. p^{ty} vs Moses Church of the same Sheffield yeoman debt in a plea of the case demanding of the debt six pound 6^s 6^d with interest upon his note dated the first of May last as p^o the writ - the debt tho' three times solemnly called to come into court came not but made default. It's therefore considered by the Court that the p^{ty} recover against the debt six pound nine shillings lawful money damages and cost tax at £2. 8. 0.

Exon is 28 Sept. 1759.

Joseph Dwight of Sheffield next above named Esq. p^{ty} vs Josiah Beman of Brookfield in the county of Worcester husbandman debt in a plea of the case for the recovery of six pound nine shillings with interest upon his the debt's note dated the 10th Feb^y 1727 as p^o the writ - the debt in this case being three times called came not but made default. It's therefore considered by the court that the p^{ty} shall recover against the debt the sum of seven pound 8^s 11^d lawful money damages and cost tax at two pound 2^s 6^d.

John Ashley of Sheffield in the county of Hampshire Esq. p^{ty} vs Moses Church of said Sheffield husbandman debt in a plea of the case for the recovery of five pound 9^s 4^d lawful money with the interest due by the debt's note of the 31st March 1727 as p^o the writ - the debt in this case being three times called to come into court made default of appearing.

It's therefore considered by the court that the said John recover against the said Moses six pound five shillings and three pence half penny lawful money damages and cost tax at £2. 9. 6.

Exon is 28 Sept. 1759.

Jane Bull of Sheffield in the county of Hampshire widow and Gentlewoman Administratrix on the estate of William Bull late of said Sheffield physician dec^d p^{ty} vs Daniel Higbee of the same place yeoman debt in a plea of the case for the recovery of three pound ten shillings and two pence which the debt by his note of the 28 March 1758 promised William to pay him on demand as p^o the writ - the debt in this case tho' three times called to come into court came not but made default. It's therefore considered by the court that the p^{ty} in her capacity recover against the debt three pound 10^s 2^d lawful money damages and cost tax at two pound 8^s 2^d.

Exon is 28 Sept. 1759.

John Ashley of Sheffield in the county of Hampshire Esq. p^{ty} vs Daniel Higbee of the same Sheffield husbandman debt in a plea of debt demanding against the debt twenty six pound upon his bond dated the 1st day of Sept 1758 as p^o the writ - the debt in this case tho' three times called made default of appearing. It's therefore considered by the Court that the p^{ty} recover against the debt thirteen pound 15^s lawful money being the chanclery of the bond declared on debt and cost tax at two pound 9^s 11^d.

Exon is 28 Sept. 1759.

Nathaniel Downing of Sheffield in the county of Hampshire physician p^{ty} vs Henry Davis of the same place dyer debt in a plea of Trover upon the case for that said Henry at said Sheffield on the first day of June 1758 propped to the p^{ty} that he was a painter and well acquainted with miping preparing and laying

Downing
or
Davis. laying colours on wood that he said Henry had been used and accustomed to the employment of preparing and laying colors as aforesaid both on the outside and inside of houses and then and there affirmed & asserted to the plff. that he could skilfully and properly perform the business of a painter or colourer as aforesaid in the best and most skilful manner & said Henry then and there also affirmed to the plff that he had the skill of uniting and joining together panes of Window glass covering the same with Dutch silver on the back side and fixing the same into wood so that he could at a small expence neatly and beautifully inlay in a pannel of wainscot a good neat reflecting mirror so wrought and fixed that it would be equal in value to a looking glass of five or six pounds price both for use and ornament and also that he had the art of making what he called a false light viz of preparing a composition and laying the same on wainscot that would have the effect of a dull or weak reflecting mirror reflecting every object in the room as presented before it (in any manner) by careful observer and which at the same time would be so covered over with the ordinary colour of the room as to be unnoticed by every one else and the said Henry then and there said he had been frequently employed in uniting glass and inlaying the same and in making such false lights aforesaid for sundry gentlemen in their houses in New York & elsewhere And the said Nathaniel says that regarding the high pretences of the deft. aforesaid and believing ^{him} greatly skilled in the business beforementioned he then and there agreed with and engaged the deft. to colour y^e Outside of his house a peach blow colour and the two best rooms in the inside of his dwelling house there the one a green the other a blue colour and to make him such mirror as aforesaid in one and such false light as aforesaid in the other of his said rooms on the large pannel over the mantle piece in each of said rooms respectively and agreed with the said Henry to give him three shillings p day for his labour and to subsist him during the same and the plff. says that the deft. then and there in consideration of such reward agreed to be made as aforesaid underlooks to colour y^e Outside and said rooms inside said house in a neat skilful proper & workmanlike manner and to unite joyn cover and inlay said glass in such manner as aforesaid and to be equal to a looking glass as aforesaid in y^e Wainscot of one of the said rooms over the fire place as aforesaid and to execute & perform the false light on the wainscot over the fire place of the other as aforesaid and the plff. says that for the purposes aforesaid according to directions from the deft he procured colours oyl quick-silver glass and powder to the value of six pounds and that the deft then and there mixed said colours and laid them on the outside and inside of y^e house and spent much time therein viz sixty days at least during which time the plff. subsisted the deft. and also paid him fourteen shillings and one penny part of the same agreed to be paid him for his labour as aforesaid and the plff. says that the deft either through ignorance or negligence unskilfully improperly and carelessly mixed and united the said colours and so unskilfully and carelessly laid the same on the outside and inside of said house as wholly to fail of and destroy the appearance & beauty thereof and also that the deft by ignorance or negligence wholly failed to make the mirror for the plff. as aforesaid and after much expence of time and materials for the plff. has executed only an ill-formed - ugly awkward unornamental thing ruinous of the pannel of wainscot in which it is inlaid and destructive of the beauty of the room and that instead of performing his promise of making the false light as aforesaid he the deft. has only daubed and besmeared the front of the said room with an artless combination of discordant colours so that he says the said Henry has not executed his undertaking aforesaid but has wasted his materials provided as aforesaid and greatly hurt and defaced his said house to the damage of the said Nathaniel as he saith ten pounds - The parties in this case appear - And the said Henry reserving liberty to give any special matter evidence under the

the general issue defend, and says that he never promised in manner and form as the p^lff. against him has alledged and thereof puts himself on the country - upon which issue being joined the witnesses produced and the parties fully heard the case was committed to the Jury m^r. Jonathan Hunt foreman and fellows who returned their verdict on oath that they find for the de^ft cost of court -

Downing
or
Davis

It's therefore considered by the court that the said Henry recover against the said Nathaniel his costs last at £3. 10. -

Elias Lyman and Jonathan Clap both of Northampton in the county of Hampshire yeoman p^lffs. vs George Herrington of Brookfield in the county of Worcester yeoman de^ft. in a plea of the case for that whereas the de^ft on the last Tuesday of January last at Springfield - the said being indebted to the p^lffs. in the sum of two pounds thirteen shillings and three pence one fifth of a penny lawful money for one fat hog before that time sold and delivered the de^ft by the p^lffs. at his & de^ft's special instance and request he then and there in consideration hereof promised the p^lffs. to pay on said sum on demand also for that whereas the de^ft afterwards on the day and year last aforesaid at said Springfield in consideration that the p^lffs. had at the special instance and request of the de^ft sold and delivered to him the de^ft. one other fat hog he the de^ft on the day and year last aforesaid at said Springfield undertook and promised them he would pay them with a sum of money as the said fat hog was worth at the time of the sale and delivery of said hog on demand and the p^lffs. say the said hog last mentioned at the time of the sale and delivery of said hog was well worth other two pounds thirteen shillings and three pence one fifth of a penny lawful money whereof the de^ft there afterwards on the day and year aforesaid had notice yet the de^ft tho often there to requested has not paid either of said sums to the p^lffs. or to either of them but unjustly neglects to do it to their damage seven pounds. The parties appear - and the de^ft comes & defend, and says that he never promised in manner and form as the p^lffs. declare and thereof puts himself on the country - upon which issue being joined and the parties fully heard and all things touching the case discussed it was committed to the Jury m^r. Jonathan Hunt foreman and fellows who returned their verdict on oath that they find for the p^lffs. the sum of two pounds thirteen shillings and three pence lawful money damages and cost of court - It was afterwards agreed by the Attorney on the part of the p^lffs. that the Judgment should be only for two pounds eight shillings - It's considered by the Court that the said Lyman and Clap recover against said Herrington - two pounds eight shillings lawful money damages and cost taxed at three pounds like money -

Lyman
or
Clap
Herrington

Elisha Pomeroy of Northampton in the county of Hampshire gent. p^lff. vs Aaron Sheldon of Sheffield in the same county gent. de^ft. in a plea of the case demanding eleven pounds 15/ with interest thereof due by & de^ft's note of the twenty fifth of April 1780 - as p^r the writ - the de^ft comes & says he is willing to take a Judgment against himself for £12. 13. 0. & cost of court. It's therefore considered by the court that the p^lff recover ag^t the de^ft the sum of twelve pounds thirteen shillings and eight pence lawful money damages & cost last at one pound 17/6. The p^lff afterwards came into court and acknowledged he had rec^d satisfaction of this Judg^t in full -

Pomeroy
or
Sheldon

John Sedyard of Hartford in the county of Hartford colony of Connecticut esq^r p^lff. vs John Beman of Northfield in the county of Hampshire - yeoman de^ft. in a plea of the case on the de^ft's note to the p^lff. of the 16th April 1753. as p^r the writ appears - The de^ft being three times called made default of appearance in court - It's therefore considered by the court that the p^lff recover against the de^ft. ten pounds nineteen shillings & five pence three farthings lawful money damages & cost last at £2. 3. 0. 2^d in 6th Sept 1759.

Sedyard
or
Beman

89.
Taylor
or
Snow. } Benner Taylor of Southhadley in the county of Hampshire yeoman p^lff
vs Josiah Snow of the same place yeoman def^t in a plea of the case for y^e
whereas the def^t on the 25th day of October 1779 at Hadley in said county in
consideration that the p^lff had then and there /by several notes then & there
made executed and delivered to the def^t promised the def^t to pay him in
the whole twenty three pounds in bills of publick credit of the old tenor
at several days therein mentioned and yet then to come the def^t then &
there in consideration thereof agreed promised and undertook that in
case he the def^t should not within ten days next after and following the
said twenty fifth day of October well and truly in and by writing by him
made executed and delivered to the p^lff release discharge acquit and
quitclaim to the p^lff all the right title estate and interest which he the
def^t had taken and received of and from the p^lff in and to a certain
piece of Land lying in South Hadley aforesaid which place was then
called the second precinct in Hadley aforesaid said piece of land lying
at the northerly end of the def^t's then homelot the westerly line of which
piece of land begins at the northwesterly corner of a homelot originally
laid out and recorded to one John Taylor now deceased and runs north^{ly}
seventeen degrees east eight rods thence the northerly line runs east -
seventeen degrees South twenty six rods thence the easterly line thereof
runs south seventeen degrees west thirty two rods to the southeasterly
corner of said homelot originally laid out to said Taylor thence the
southerly line runs through to the southerly end of the said westerly
line first mentioned being in quantity about three acres he the def^t
would pay the P^lff ten pounds lawful money on demand and the p^lff
says that the right title estate and interest in and to said piece of
land which he the def^t had taken and received of the p^lff was fee
simple in the same and also says that the def^t any time within said
ten days did not nor has he at any time since in any manner or by
any means released discharged acquitted and quitclaimed to him y^e
p^lff the right title estate and interest or either of them in and to said
piece of Land which he the def^t had taken and received from the p^lff
but has ever since made default of so doing although he the p^lff thro^{ut}
the whole term of ten days at Hadley aforesaid was ready present &
willing to accept and receive the same yet the def^t tho ^{often} thereto
requested has not paid said ten pounds lawful money but unjustly denys
to do it to the p^lff's damage ten pounds - The parties appear - and the
said Snow comes and defends and says, reserving to himself the liberty of
giving any special matter in evidence under the general issue, that he never
promised in manner and form as the p^lff declares and thereof puts himself
on the country - Issue in this case being joined and the evidence produced in
court and read and the parties fully heard it was committed to the Jury
Mr Jonathan Hunt foreman and fellows who returned their verdict on oath
that they find for the p^lff the sum of four pounds nineteen shillings &
eight pence lawful money damages and cost of court - It is therefore
considered by the court that the p^lff recover against the def^t four -
pounds nineteen shillings and eight pence lawful money damages and cost
of court last at three pounds eight shillings and eight pence half penny -
The def^t by his attorney Mr Cornelius Jones appeals from the Judgment
of this court to the superior court of Judicature to be held at Springfield
within and for the county of Hampshire on the fourth Tuesday of -
September next and recognized with sureties as the law directs for the
def^t's prosecuting his appeal with effect there as by his said Recogni-
zance on file appears - And the p^lff also by Joseph Hawley Esq.
his attorney appeals from the Judgment of this court to the same
superior court - Who also recognized with sureties as the Law directs
for the p^lff's prosecuting his appeal aforesaid with effect as by his
said Recognizance on file also appears -

Daniel Wood and John Wood both of Brimfield in the county of Hampshire
women p^lts - vs Edward Hutchinson of Milton in the county of Suffolk gent. Wood be.
executor of the last will and testament of Edward Hutchinson late of Boston
the same county def^t deceased def^t in a plea of covenant broken for that
Edward Hutchinson late of Boston in the county of Suffolk esq. and Lydia Esq.
his wife and Mary Wolcott late of Salem in the county of Essex widow.
on the twentieth day of March A^d. 1738 old stile at Springfield aforesaid
made sealed and delivered to the p^lts, their deed poll of that date in
which among other things it is witnessed that the same Edward Lydia
and Mary in consideration of the sum of eight hundred pounds -
paid them by the p^lts they absolutely granted and conveyed to the
p^lts. and their heirs forever all that tract of land in Brimfield aforesaid
containing two hundred acres adjoining to the south side of
Chiquapee river on both sides Chiquapee brook, as the same is described
in and by a plat annexed to said deed and according to a grant of the
great and general court with its appurtenances to have and to hold
the same to the p^lts and their heirs to their own use in fee simple
and in and by said deed the same Edward Mary for themselves their
executors and adm^{rs} granted and covenanted to and with the p^lts -
among other things that they the same Edward Lydia and Mary were
lawfully seized of the premises in their own proper right as of a good
estate of inheritance in fee simple and then had good right & full power
to grant and convey the same free and discharged of all other grants &
incumbrances and that they the said Edward Lydia and Mary their
executors and adm^{rs} should and would from time to time and at all
times forever thereafter defend the bargained and granted premises with
their appurtenances to the p^lts and their heirs against the lawful
claims and demands of all persons which deed afterwards was duly acknowledged and registered in the registry of Deeds for the said county of
Hampshire and an authentic copy of which deed and plat in court shall
be produced and thereupon the p^lts confiding in their title and conveyance
aforesaid entered on said tract and held the whole thereof until after
the death of the said Lydia and Mary viz in the twenty third year of
the present Kings reign the same Edward being then the survivor one
Benjamin Morgan entered on said tract took possession of fifty acres of
the same of the value of four hundred pounds having a good title thereto
and prior to the date of ist deed of which the same Edward was well knowing yet tho^{se} requested did not defend the same to the p^lts but suffered
the said Benj^r to keep the possession who afterwards conveyed the same
to one Phineas Mirick who still holds the same by a good legal title
viz to said deed as aforesaid and afterwards the same Edward died having
by his last will and testament constituted the def^t his sole
executor and now the p^lts further say that neither the ist Edward
def^t and Lydia and Mary were at the time of the date of said deed
lawfully seized of the whole of said tract viz^t of the aforesaid fifty
acres thereof or had power and right to grant the same free & discharged
of all former grants and incumbrances neither could they their heirs
executors and adm^{rs} defend said fifty acres of the premises to the p^lts
but the title and freehold in said fifty acres was in one Morgan by
virtue of right aforesaid and the p^lts were obliged to expend large
sums in pursuing sundry actions during the life time of the def^t -
testator after the entry of said Morgan as aforesaid to regain the possession
and for recompense for cutting the wood and timber growing thereon
but for want of a good title as aforesaid could not recover the same and
the p^lts have finally lost part of said tract viz^t the fifty acres aforesaid
with all their cost expense and trouble aforesaid amounting to the sum
of one hundred and fifty pounds more by reason of the said Edward
the testator Lydia and Mary having no title to said fifty acres or right
to convey the same or power to defend the same as aforesaid whereby
the said Edward and Mary have broken their covenants aforesaid and an
action accrues to the p^lts against the said Edward def^t as executor of the
last

Woodbe
Hutchinson
Eyer

last will and testament of the last surviving of said covenantors -
to recover their damages aforesaid all which is to their Damage as
they say five hundred and fifty pounds - the parties appear
And the said Edward executor of aforesaid comes and defends and
pleads that the p^lts writ is bad and ought to be abated because he says
his Testator was not the last surviving of s^d grantors but the said Mary
and therefore action if any accrues to the p^lts should have been brought
against her Exors and not against him and also for that the p^lts have not
alleged a protest of said Deed of covenant & all which is more largely set
forth on file - which pleas are overruled and the writ not abated - saving
which the deft reserving liberty to alter this plea on the trial on the ap-
peal further pleads that the said Edward his testator and the said Mary
well and truly kept their covenant with the p^lts and never broke the same
as they suppose and have alledged and thereof puts himself on the country
And the p^lts agreeing thereto and reserving liberty to waive their plea
of demurrer and join issue with the deft on the trial on the appeal -
say the deft's plea above pleaded is an insufficient answer to their d^ecⁿ
which they are prepared to verify and thereof pray Judgment and a
Judgment for their damages and cost for that the deft hath failed of
making a sufficient plea - and the deft says his plea is sufficient
It is therefore considered by the Court that the deft in said capacity
recover against the p^lts his cost taxed at £
The p^lts by Joseph Hawley Esq^r their attorney appeal from the Judgment
of this Court to the superior Court of Judicature to be held at Spring
field within and for the County of Hampshire on the fourth Tuesday of
September next and recognized with Sureties as the law directs for
their prosecuting their appeal with effect there as if his said Recogni-
zance on file appears

Leonard
Dana

Joseph Leonard jun^r of Springfield in the County of Hampshire gent^r
p^ltf v Daniel Dana of Cambridge in the County of Middlesex yeoman
def^t in a plea of the case demanding twenty one pounds 4s on the deft's
note of the 14th of April last as if the writ - the deft this three times called
to come into Court came not but made default. It is therefore considered
by the Court that the said Joseph recover against the said Daniel -
seventeen pounds four shillings lawful money damages and cost of Court
taxed at two pounds ~~thirteen shillings and eleven pence~~ -

Badwell
appell^t
Dewey

Dan Badwell appellant v Israel Dewey appellee by the attorney
to the appellant moves the case may be continued to the next Court his
client not being within this province & ordered the case be continued to
the next inferior Court of common pleas to be held at Northampton in &
for this County on the second Tuesday of November next -

Woodworth
Lumbard

Amasa Woodworth of Tolland in the County of Hartford and Colony of
Connecticut husbandman p^ltf v John Lumbard of Goldspring so called
in the County of Hampshire husbandman def^t in a plea of the case demand-
ing eleven pounds 18/4 with interest due on the deft's note of the 19th of May 1758.
the deft being three times called to come into Court made default of appearing
It is therefore considered by the Court that the p^ltf recover against the deft -
twelve pounds fifteen shillings and eight pence lawful money damages
and cost taxed at one pound eighteen shillings and seven pence half penny -

Chapin
Morgan

Benjamin Chapin of Springfield in the County of Hampshire yeoman
p^ltf v Ruben Morgan of the same place yeoman def^t in a plea of Debt &
This action by agreement of the parties is continued to the inferior -
Court of common pleas to be holden at Northampton for and within
the County of Hampshire aforesaid on the second Tuesday of November
next

^{who sues as well for Josiah Phelps & others named in & writ as for himself}
Daniel Phelps of Sheffield in the county of Hampshire yeoman p^ltf vs
Zephaniah Phelps of the same place yeoman def^t in a plea that hereunder
the parties in this case appear and enter into a rule of court to refer the
case and all demands they have upon each other to the final Judgment
and determination of the following persons or any two of them viz to-
Joseph Woodbridge of Hockbridge yeoman & Itamer Hubbel of Sheffield
gent. agreed on by them and Sam^l Brown of ² Hockbridge gent. appointed
by the court who are to hear the parties consider this case and all demands
they have on each other and make report to the next court - and the
action is continued in the mean time

^{who sues as well for others named in the writ as for himself}
Josiah Phelps of ² Sheffield at province land west of ² Sheffield in a plea that hereunder
the parties appear and enter into a rule of court to refer this case and
all demands they have on each other in their personal capacity & also
all demands and controversies subsisting between said Daniel & said Josiah
said Josiah is administrator on the estate of their late father Josiah
Phelps deceased to the final Judgment and determination of Mess^{rs}
Woodbridge Hubbel and Brown to whom the case next above is referred
now were agreed on & appointed as there mentioned - Which ² Referees
are to hear the parties consider this case and the respective demands of the
parties in their personal capacity and also all demands & controversies there
between them as ² Josiah is administrator as aforesaid and make
report to the next court and the case is continued in the mean time.

Harrison Gray Esq^r of Boston in the county of Suffolk treasurer and receiver
general of the province of the Massachusetts bay p^ltf vs Luke Noble &
Simeon Noble yeomen both of Sheffield in the county of Hampshire def^t.
in a plea of the case demanding against them for the use of ² province nine
pounds six shillings & eight pence and seven pounds ten shillings lawful money
which by their two several notes of the 16th of May 1775. they jointly promise
him within a year and interest thereof thenepward as p^o the Writ - the
def^t being three times called to come into court came not but made default.
It is therefore considered by the court that the said Gray in said capacity
or the said purpose recover against the def^ts twenty pounds three shill^l &
and one penny half penny lawful money damages and cost taxed at £3.4.4.

Harrison Gray Esq^r of Boston in the county of Suffolk treasurer and receiver
general of the province aforesaid p^ltf vs Moses Church and David Church
yeomen both of Sheffield in the county of Hampshire def^t - in a plea of the
case for the recovery of twenty five pounds which by their note of 10th of
May 1775. they promised him within a year & interest of it thenepward,
as p^o said Writ - the def^ts tho^o three times solemnly called to come into
court came not but made default. It is therefore considered by the court
that the said Gray in said capacity and for the use of ² province recover
against the def^ts twenty nine pounds eighteen shillings and nine pence
lawful money damages and cost taxed at £3.4.4.

Thomas Richardson who lives on a place called country land (in no town)
west of Sheffield in the county of Hampshire yeoman p^ltf. vs Matthew
Van Gelder who lives on land called country land west of Sheffield in ² county
yeoman def^t in a plea of the case upon the def^t's note of the 3^d of July -
demanding four pounds as p^o the Writ - the parties appear and enter
into a rule of court to refer the case the p^ltf chose Ebenezer Smith yeoman
the def^t chose Silas Kellogg yeoman and the court appointed David
Allin yeoman all of Sheffield in said county who are to hear the parties
thereon consider the case and make report to the next court whose deter
mination or any two of them is to be final and the action is continu
ed in the mean time

91.
Parsons } Benjamin Parsons of Palmer in the county of Hampshire yeoman
or } pltf or Benjamin Colton of Brimfield in the same county yeoman deft.
Colton } in a plea of the case for that said Colton at said Springfield on the 25-
of June last by his note for value recd promised the pltf to pay him -
twenty one pounds on demand with interest & yet tho' requested hath
not paid it or any way fulfilled his promise but neglected it to the pltf's
damage thirty pounds - the deft tho' three times solemnly called to come
into court came not but made Default - Its therefore considered by the
court that the said Parsons recover against the said Colton sixteen
pounds eleven shillings lawful money damages and Cost last at one
pound sixteen shillings and three pence - after all Which the said
Colton by Mr Jones his Attorney came into court and appeared from
the Judgment of this court to the superior court of Judicature to be
holden at Springfield in and for the county of Hampshire on the fourth
tuesday of September next and recognized with sureties as the Law
directs to prosecute his appeal with effect there as by his said recog-
nizance on file appears -

Crowfoot } Thomas Crowfoot of the place called Wareriver preinst in the county
or } of Hampshire yeoman pltf or Daniel Knowlton of the same place gent.
Knowlton } deft in a plea of the case demanding four pounds on the deft's note of the
20th of last April - the deft being three times called to come into court
came not but made default - Its therefore considered by the court -
that the pltf recover agt the deft four pounds lawful money damages -
and Cost of Court last at 2 -

Hellogg } Samuel Hellogg junr of Westfield in the county of Hampshire yeo-
or } man pltf or Ithamar Hubbel of Sheffield in said County Gent^{re} deft -
Hubbel } in a plea of the case as of the Writ - The parties appear and enter into a
rule of court to refer this case. the pltf chooses Elisha Parks the deft chooses
Eldad Taylor Esq and the court appoint David Morely Esq. all of P. Westfield
Who are to hear the Parties consider the case and make report to the
next court whose determination or any two of them is to be final -
and the action is continued in the mean time -

Parks } Elisha Parks of Westfield in the county of Hampshire Gent. pltf.
or } Edward Owen of the same place lately yeoman who now lives west of
Owen } Sheffield in said county deft. in a plea of the case as of the Writ is at
large set forth - the deft in this case the three times called to come into
court came not but made default - Its therefore considered by the Court
that the said Parks recover against the said Owen three pounds eight
shillings and seven pence lawful money damages and Cost of Court
last at one pound 18/-

Mirrick } Phineas Mirrick of Brimfield in the county of Hampshire yeoman and
or } Clerk of the second foot company of militia in said town pltf or John Woods
Woods } of the same place yeoman deft. in a plea that said John render to said
Phineas in said capacity sixteen pounds lawful money (to be disposed of as
herein after mentioned) which to said Phineas in said capacity he owes
and from him unjustly detains and whereon said Phineas says that
by one law of this province made and passed in the beginning of the
month of march last intituled an act for the speedy levying of soldiers -
for an intended expedition against Canada it is among other things enact-
ed that on the fifth day of April then next at ten o'clock in the forenoon
there should be a muster of all the Companies of Horse and foot of the -
militia of P. province and that the Captain or chief officer of each of said
Companies should immediately give notice thereof by a sergeant or -
corporal of his troop or company to each person belonging to the same -
from the age of sixteen to sixty and not by the law of said province ex-
empt from military exercises and tho' said Phineas further says
that -

that immediately after the publication of said Act and Notice thereof arriving in the said county viz on the 28th day of march last past at said ^{Mirick} ¹¹ ^{Wood} Brimfield James Mirick of said Brimfield gent. and Captain of 1st regiment of foot company there gave notice in manner as by said act is directed of the said muster (ordered by the said Law as aforesaid) to each and every person belonging to his said company from the age of sixteen to sixty but not by law exempt from military exercises and then and there ordered to give notice to each and every said persons belonging to said company as aforesaid that said muster should be at the usual place of parade & muster of said company viz on Sheep's hill walled in the same town and required them to attend there accordingly and said Phineas says that said John then was and still is a private Soldier belonging to said company between the age of sixteen and sixty not exempt from but liable and obliged to attend and perform military exercises in said company and that said John was at said Brimfield on 28th day of march by 1st James in manner as said Law directs notified of said muster and the place appointed for the same and was then and there directed to appear and attend at the said time and place appointed therefor as aforesaid that there was agreeable to said orders a general muster of the said company at the time and place appointed therefor as aforesaid and that said John regarding his duty as a Soldier in contempt of said Law and in disobedience to the orders of his said Captain as aforesaid wilfully & obstinately absented himself from the muster aforesaid and never appeared at - attended the same whereby by virtue of said act said John hath forfeited the sum of sixteen pounds to be sued for and recovered (with costs of suit) by the Clerk of said company one third of said penalty to be for the use of 4 black - the other two thirds to be by him paid into the hands of the treasury of said County of Brimfield to be employed for - bringing men into his majesty's service as there shall be occasion and to be drawn out for that purpose by the captain or chief officer of said company for the recovery of which sum of sixteen pounds for the uses aforesaid with at the said Phineas brings this suit the nonpayment of which sum of sixteen pounds, forfeited as aforesaid is to the damage of the said Phineas in said capacity sixteen pounds. The parties appear and the said John comes & defends and reserving liberty to give any special matter in evidence under a general Issue says that he owes the p^lt^f nothing in manner and form the p^lt^f in his declaration against him alleges and thereof puts himself to the Country. Upon which issue being joined the evidence produced and if parties fully heard the case was committed to the Jury Mr. Jonathan Hunt foreman and fellows who returned their verdict on oath that - they find for the deft cost of suit. It is therefore considered by J Court that the said John recover against the said Phineas in said capacity a reasonable cost last at one pound 5/0 - the said John by his att^y acknowledges satisfaction of this judgment in full.

Joel Ely of Springfield in the county of Hampshire yeoman p^lt^f vs Eleazer Burt of Northampton in the same county yeoman deft. in a plea ^{Ely is} ^{Burt} the case for that said Eleazer at said Springfield on the 9th of July last drew his order on one Joseph Leaze of Suffolk thereby praying him for value received to pay to said Joel twenty five pounds fourteen shillings and five pence in promt. bills, meaning in bills of Publick credit of J^{ts} Colony & Comesticut, which are worth so much lawful money and afterwards on the twelfth day of said July at a place called windfor at said - Springfield said Joel presented said order to said Joseph for acceptance and payment and said Joseph then and there refused to pay the same of all which the said Eleazer had notice at said Springfield the last day of said July and so by law and the usage and custom of merchants in such cases became chargeable to pay the said sum of twenty five pounds fourteen shillings and five pence to said Joel and being so chargeable said Eleazer afterwards on the same day at said Springfield promised said Joel to pay him the same accordingly on demand yet tho' often requested said Eleazer has not paid the same but neglects it to the damage of

92.
Ily or Burf. of the said Joel as he says twenty six pounds. The parties appear and the deft comes and defends and first offers a plea in abatement of the p^lty writ which is on file and which the court overrule as not sufficient to abate the writ saving which the deft further defends and reserving liberty to give any special matter in evidence says he never promised in manner and form as the p^lty in his declaration has alledged and thereof puts himself on the country upon which issue being joined and the parties having been fully heard the case was committed to the Jury m^r Jonathan Hunt foreman and fellows who returned their verdict on oath that they find for the deft cost of court. It is therefore considered by the court that the said Eleazer recover against the said Joel his costs taxed at one pound four shillings and two pence. The p^lty by his attorney John Worthington Esq appeals from judgment of this court to the superior court of Judicature to be holden at Springfield within and for this county of Hampshire on the fourth Tuesday of September next and recognized as the law directs for his prosecuting his appeal with effect there as p^r Brev^o on file appears.

Morgan Chapin Reuben Morgan of Springfield in the county of Hampshire yeoman p^lty or Benjamin Chapin of the same place yeoman deft in a plea of the case v. This case by agreement of the parties is continued to the next inferior court of common pleas to be holden at Northampton in and for the county of Hampshire on the second Tuesday of Nov^r next.

Smith or Rogers Rhinehas Smith of Springfield in the county of Hampshire yeoman p^lty or Elijah Rogers of the same place yeoman deft in a plea of the case v. The parties appear in this case and enter into a rule of court to refer the case the p^lty chooses Joel Ily yeoman the deft chooses John Morgan 2^d yeoman and the court appoint Benjamin Day Gent all of said Springfield who are to hear the parties consider the case & make report to the next court whose determination or any two of them is to be final and the case is continued in the mean time.

Parsons or Bolton Daniel Parsons Jun^r of Springfield in the county of Hampshire yeoman p^lty or Charles Bolton of the same place yeoman deft in a plea of the case demanding eight pounds 1/5 with certain interest mentioned as is fully set forth in writ. the deft being three times called made default of appearance. It is therefore considered by the court that the said Daniel recover against the said Charles ten pounds two shillings & seven pence lawful money damages and cost taxed at £1. 6. 9.

Dewey App^t or Bagg. Mores Dewey of Westfield in the county of Hampshire gent. and one of the deputy Sheriffs in said county appellat or Daniel Bagg of said Westfield yeoman app^l from a Judgment rendered against said Mores at a trial before Eldad Taylor Esq one of his majestys Justices of the peace for this county on the 15th of August instant when and where the said Mores was p^lty and the said Daniel the deft. in a plea of replevin for that the said Daniel on the second day of August current at a place called the high-way in said Westfield took twelve sheep of the p^lty drove them away and impounded them in the common pound in s^d Westfield and them detained therein unjustly against pledges and Sureties to the Damage of the said Mores twenty shillings, at which said court Judgment was rendered that the said Daniel should recover ag^t the said Mores five shillings for impounding said sheep and damages and cost taxed at £. from which Judgment the said Mores appealed to this court and recognized in due form of Law to prosecute his appeal to effect. The appellat and the appellee both appear. and the s^d Bagg the original deft (as before) pleads and says that he had a just right by law to impound the sheep mentioned in the p^lty writ at the time he did it and that he has a just right by law for his fee for impounding
add

for his Damages which he is ready to prove and the said Dewey of
original p^lt^f (as before) says that by any thing by the def^t above in ^{the} ^{app^r} ^{Bagg}
Cognizance aforesaid by pleading alledged the same Daniel the taking
of the sheep aforesaid ought not to acknowledge just because he says
that the plea aforesaid in manner and form aforesaid by the said
Daniel above pleaded and the Matters therein contained are not
sufficient in law for him to acknowledge the taking aforesaid just &
that he to the same in manner and form aforesaid made & pleaded
with no necessity nor is by the Law of the land holden to answer &
his he is ready to verify wherefore for want of a sufficient plea in
his behalf he may Judgment for his Damages by reason of the unjust
taking and detention of ^{the} sheep and the said Bagg says his plea
is sufficient. The app^r & app^{lee} having been fully heard on the fore
going pleas. It is considered by the Court that the former Judgm^t
shall be and hereby is reversed and that the said Moses recover ag^t
the said Daniel eight shillings lawful money damages and costs
of Court taxed at two pounds twelve shillings three pence.
26th is^t Sept^r 1789 18th 80

The foregoing Judgments and orders were
made and entried up and then the said -
Court adjourned without day —

Attest W^m Williams Cler. —

Court of
General Sessions
of the peace
Springfield
1759.
August.

Anno Regni Regis Georgii Secundi magna Britanniæ
Hanniæ et Hiberniæ tricesimo tertio —

At his majestys court of general Sessions of the peace
begun and held at Springfield in and for the county
of Hampshire on the last Tuesday of August being the
twenty eighth day of said Month anno Domini 1759 —

Justices of said Court
present —

Timothy Dwight
John Sherman
Joseph Hawley
David Moseley
Samuel Mather
Jabez Ward
Josiah Chauncey
Uldad Taylor
Charles Phelps.

Grand Jurors

Daniel White foreⁿ
Japheth Chapin
John Morgan 2^d
Jon^a Strong jun^r
Aaron Wright
Nath^l Kellogg
Samuel Gaylord
Thomas Nash
David Weller
Aaron King
Joseph Barnard
John Clary
Benoni Wright
Edw^d Bond
Jonathan Nash

The Grand Jury att^d
4 days — Aaron King
deput. Sec. att^d them

Jury for Trials —
Jonathan Hunt foreⁿ
Ebenezer Morgan
Phineas Chapin
Thomas Stebbins
Enoch Southwell
Samuel Marsh
Elnathan Graves
Moses Noble
Aaron Sevey
Daniel Arms
Trenam Webber
Stephen Morgan.

D. Resp
Falltown
Propriet^r

The Grand Jurors for our sovereign Lord the King for the body of the
county of Hampshire on their oaths present that the common high way
of the said Lord the King in the Plantation called falltown in s^d County
viz from the south side of a field called Charles Coats's field to the place
called fall river for the whole width of said way and throughout all the
length aforesaid on the first of November current was and still is in
great decay and is stony and foundrous for default of a due reparation
and amendment thereof so that the subjects of the said Lord the King —
passing and travelling thro' and along the same way without great —
danger and difficulty cannot pass thro' the same to the great Damage
and common nuisance of all the liege Subjects of the said Lord the King
passing thro' the same And that the proprietors of the common and
undivided lands in s^d plantation of right and by law ought to repair &
amend the same when and so often as the same is necessary which they
have neglected and still neglect to do contrary to the law of this province
in such cases provided the King's peace his crown and dignity — Which
presentment was made at the court of general Sessions of the peace held
at Northampton in & for this county on the second Tuesday of November
Anno Domini 1757. and signed Nath^l Brewer foreman — In this case y^t
deft^s were admitted to appear by their attorney the court having dispensed
with their personal appearance — and Joseph Hawley Esq. attorney to the
deft^s comes and says for them they will not contend with the King
The court being satisfied from the evidence produced that the high way for
default of repairing which the s^d prop^rs were presented was won after pre-
sentment made effectually repaired Its considered that the said prop^rs
be amerced to the King for his use in the sum of six shill^l for each man
for their offence and pay cost of prosecution — paid accordingly —

D. Resp
Herry

The Grand Jurors for our sovereign Lord the King for the body of the coun-
ty of Hampshire do on their oaths present Joseph Herry of Springfield in
said county yeoman for that he on the first day of May in the thirty first

first year of the reign of the said Lord the King at said Springfield did with force and arms unlawfully and unjustly erect and set up a fence on that part of the common highway of the said Lord the King there that leads from the court house there to a place in ^{the} Town called perowick mill and at a place adjacent to his homestead there thereby incroaching on and inclosing a certain part of said highway there of the length of six rods and of the width of five feet thereby straitening the same and lessening ^{the} width thereof throughout all the length aforesaid and the said Jurors on their oaths say the same fence so set the ^{1st} Joseph with force and arms from ^{the} first of may to this time hath there unlawfully and unjustly upheld & continued to the great Damage and common Nuisance of all his majesty's liege-Subjects passing and travelling along there and in evil example to others contrary to the law of this province in such cases provided ^{the} the Kings peace & Which presentment was made at the last session of this Court on the third Tuesday of may last and signed Luke Hitchcock 2^d foreman - by order of which Court the said Henry was attached and now being brought before the Court had the foregoing presentment read to him to which being required to plead - he pleaded he will not contend & - The Court having fully considered the offense order the ^{1st} Henry be amerced to the King for his use two shill^{ing} lawful money for his ^{1st} offense and pay cost and forthwith remove the nuisance & stand committed & paid

The Grand Jurors for our sovereign Lord the King for the body of County of Hampshire do on their oaths present George Grainger of Westfield in said County yeoman for absenting himself unnecessarily from public worship of God on all the Sabbaths or Lord's days in the month of march last and whereon said Jurors on their oaths say that the public worship of God was at said Westfield upheld maintained and attended on all the Sabbaths or Lord's days that were in said term and that said George was all that time at said Westfield able of body and not otherwise necessarily prevented attending the same yet said Jurors on their oaths say that said George at ^{the} Westfield did wickedly willingly and unnecessarily absent himself from the public worship aforesaid during the whole month of march aforesaid contrary to the Law of this province in such cases provided the Kings peace & Which presentment was made at the last session of this Court and signed Luke Hitchcock 2^d foreman - And the said George being now brought before the Court had the foregoing presentment read to him and being required to plead to same he ^{the} pleaded he ^{did not} ^{not} ^{contend} ^{for} ^{the} ^{same} ^{then} ^{the} Court would suffer him to inform them what the circumstances of his family were at the time set forth therein - which was indulged him he then informed the Court that his family's distressed condition at ^{the} time when he absented himself from the public worship for which he stands presented was such as made it necessary he should not attend the public Worship at that time of which he produced evidence so far satisfactory to the Court that upon the Court's consideration thereof the debt was dismissed and ordered to go without day

The Grand Jurors for our sovereign Lord the King for the body of the County of Hampshire on their oaths present Warham William of Sheffield in said County yeoman for absenting himself unnecessarily from the public worship of God on all the Sabbaths or Lord's days in the month of april last past and whereon said Jurors on their oaths say that the public worship of God was at said Sheffield upheld maintained and attended on all the Sabbaths or Lord's days that were in said term and that said Warham was all that time at ^{the} Sheffield able of body and not otherwise necessarily prevented attending the same yet said Jurors on their oaths say that said Warham at said Sheffield did wickedly willingly and unnecessarily absent himself from the public Worship aforesaid during the whole month of april aforesaid contrary to the Law of this province in such cases provided and the Kings peace & Which presentment was made at the last session of this Court & signed Luke Hitchcock 2^d foreman

Idem
 William
 The said Warham was now br^t before the court and had his presentm^t read to him to which being required to plead he pleaded guilty. It's therefore considered by the Court that the def^t be find to the thing for his use for his the def^t offense the sum of twenty shillings lawful money and pay cost of prosecution and stand committed to fine, and lost tax at £14.10. paid.

Idem
 Bolton
 The Grand Jurors for our sovereign Lord the King for the body of the county of Hampshire on their oaths present Samuel Bolton the son of Springfield in the said county for that the said Samuel at Wrimfield in s^d County on the 29th day of October last the same being Sabbath or Lord's day did unnecessarily travel six miles contrary to the law of this province in such case provided the King's peace his crown and dignity. Which presentment was made at the last Session of this court be and signed Luke Hitchcock 2^d Foreman. The said Bolton being now brought before the court had the foregoing presentment read to him and being called upon to plead to it said he would not contend with the King. It's hereupon considered that the def^t pay a fine of thirty shillings lawful money the one half thereof to be to the use and benefit of the poor in the Town of Wrimfield & the other half thereof (by order of Court) to be paid into the Treasury of this county for the service of the county and cost of prosecution last at two pounds seven shillings and seven pence & stand committed to p^d.

Idem
 Cooley
 The Grand Jurors for our sovereign Lord the King for the body of s^d County of Hampshire on their oaths present Obadiah Cooley of Springfield in the said county Gent. for that said Cooley there on the first of May 1750 a certain part of the common high Way of the s^d Lord the King there leading from the court house there to a place called perowsick mill there and at a place called said Obadiah's homelot near mill-river so called and of the length of ~~one~~ fifty rods and of the width of one rod — unjustly and with force and arms incroached on and with fences inclosed and the same part of said Way of the length of fifty rods aforesaid and of the said width of one rod so incroached on as aforesaid the s^d Obadiah at said Springfield with force and arms unjustly from s^d first of May to this time hath continued so incroached and inclosed with said fence thereby straightening the said Way and lessening s^d width thereof throughout all the length aforesaid to the great damage & common Nuisance of all the Liege Subjects of the said Lord the King passing there and contrary to one Law of this province in such cases provided and the things peace & Which presentment was made at the last court of General Sessions be and signed Luke Hitchcock 2^d Foreman. and now the said Obadiah being br^t before the court had the foregoing presentment read to him to which he pleaded he would not contend with the King. The court having fully considered the matter order that the def^t be amerced to the King in the sum of two — shillings lawful money for his offense and pay cost of prosecution and forthwith remove the nuisance & stand committed to —

Idem
 Knowlton
 The Grand Jurors for our sovereign the King for the body of the County of Hampshire do on their oaths present Rebecca Knowlton of Springfield in s^d County widow & spinster for that she at s^d Springfield on s^d first of May 1750 did with force and arms unlawfully and unjustly set up a fence on that part of the common high Way of the said Lord the King there that leads from the court house in said town to a place called perowsick mill in the same town and at a place near the said Rebecca's homelot thereby incroaching and inclosing a certain part of said high way there of the length of eight rods and of the width of one rod thereby straitning the same Way and lessening the width thereof throughout all the length aforesaid and the said Jurors say on their oaths that the same fence so set up as aforesaid from the s^d first of May to this the said Rebecca at said Springfield with force and arms unjustly,

unjustly and unlawfully hath continued to the great Damage and
common Nuisance of all his Majesty's liege Subjects passing & travelling
over and along said Way and contrary to the law of this province in
such cases provided and the things peace &c. Which presentment - Idem
Knowlton
was made at the last court of general Sessions of the peace & signed
Luke Hitchcock 2^d foreman - The said Rebekah being bro't before this
court had her presentment read to her to which she pleaded that she
would not contend with the thing - The court having fully considered
her Offence order that she be amerced to the King for his use in the
sum of two Shillings money and pay cost of prosecution & stand
committed &c and that she forthwith remove the Nuisance

The Grand Jurors for our sovereign Lord the King for the body of the county
of Hampshire on their oaths present Robert Harris of Springfield in Idem
Harris
the said county gent. for that said Robert there on the first of May
1757. did with force and arms unjustly and unlawfully erect & set up a
fence on a certain part of the common high Way of the said Lord the
King there leading from a place called mill-river there to a place in
said town called perowick mill and at a place called Harris' lot next
South of and adjacent to the homestead of John Burt jun^r. thereby in-
croaching and inclosing a part of the said Way there of the Length
of twenty rods and of the width of ten feet thereby straitning the said
Way there and lessening the width thereof throughout all the length
aforesaid and said Jurors on their oaths say the said Harris the same
fence so set up hath there with force and arms unlawfully ever since
the said first of May to this time maintained and continued to the
great Damage and common nuisance of all the liege Subjects of the
said Lord the King passing and repassing there and contrary to one
law of this province in such cases provided and the things peace &c.
Which presentment was made at the last Court of General Sessions &
signed Luke Hitchcock 2^d foreman - And the said Robert being
now bro't before the court had the foregoing presentment read to him
whereunto he pleaded he would not contend with the thing - The court
having fully considered the offence order that said Robert be therefor
amerced to the King in the sum of 2^l. lawful money and pay Costs
and stand committed &c and forthwith remove the nuisance

The Grand Jurors for our sovereign Lord the King for the body of the county
of Hampshire on their oaths present John Burt jun^r of Springfield in Idem
Burt j^r
the county of Hampshire aforesaid yeoman for that said John there on
the first of May 1758 did with force and arms unlawfully & unjustly
erect and set up a fence on that part of the common high Way of the
said Lord the King there leading from the court house there to a place
called perowick mill there at a place near where i^d John's homestead
is in said town thereby incroaching on and inclosing a part of the
same high Way there of the Length of twenty rods and of the width
of ten feet thereby straitning the same way there and lessening of
width thereof through all the length aforesaid and the said Jurors
on their oaths say the same fence so set up as aforesaid the i^d
John with force and arms unjustly and unlawfully from the said
first of May to this time hath maintained and continued by Great
Damage and common Nuisance of all the liege Subjects of the said
Lord the King passing there and is contrary to the Law of this province
in such cases provided and the things peace &c. which presentment was
made at the last court of general Sessions & signed Luke Hitchcock 2^d
foreman - And the i^d John being bro't before this court had the foregoing pre-
sentment read to him to which he pleaded he would not contend with
the thing - The court having considered said offence order that the said John
be amerced to his Majesty in the sum of 2^l. lawful money therefor and
pay costs of prosecution and stand committed &c and forthwith re-
move the Nuisance

9th Rep
Day 6th

The Grand Jurors for our sovereign Lord the King for the body of the county of Hampshire on their oaths present Caleb Day of Springfield in said county yeoman and Medad a negro man now servant for life to Elisha Noble of Sheffield in s^d County Gent^l for that said Caleb and said Medad at s^d Springfield on the Sixth of August 1780. did with force and arms feloniously steal take and carry away thirty five ounces of silver of the value of twelve pounds, & 350 Copper half pence of the value of 2^l 5^s. the goods and Chattels of Benjamin Leonard & younger & Which presentment was now made and signed Daniel White foreman and the said Day was now brot before the Court and had the presentment read to him but insisting on a reasonable time to make his plea It is ordered that he find Sureties in the Sum of Sixty pounds for his appearance at the next court of General Sessions & to answer to said presentment & also that he be bound by way of recognizance with sufficient Sureties to said Benjamin Leonard the younger of s^d Springfield for treble the money with which they are charged &c

Day's
Reogⁿ
to the
King
Caleb Day aforesaid recognized as principal before this court in the Sum of sixty pounds Tim Hopkins and Tim Day yeomen of said Springfield as Sureties in thirty pounds each for the said Caleb his personal appearance at the next Court of General Sessions of the peace to be held at Northampton in and for the county of Hampshire on the second Tuesday of November next to answer to the presentment aforesaid and for his abiding the order of s^d Court thereon and that he shall not depart without licence

Day's
Reogⁿ
to
Leonard
The above named Caleb Day also became bound by Recognizance as principal (before this court) to Benj^a Leonard the younger aforesaid in the Sum of thirty nine pounds 12^d the s^d Timothy Hopkins and Timothy Day as Sureties for him s^d Day in the Sum of Nineteen pounds 10^s each to be forfeited to s^d Benj^a in case the said Day fail of appearing at the next Court to take his trial according to the foregoing recognizance next above but in case said Day appear there according to his s^d first Reogⁿ to take his trial on s^d presentment then to be void and of no force

Elly &
Leonard
and others
Reogⁿ
Reuben Elly yeoman Benjamin Leonard the younger Elijah Rogers Benj^a Green Josiah Ward yeomen all of Springfield Stephen Dewey gent^l & Unathan Bush yeoman both of Sheffield recognized before this this court severally in the Sum of five pounds to appear at the next court of General Sessions & to give Evidence of what they know respecting the foregoing presentment &c

Elly and
Leonard
for their Wives
Reuben Elly & Benjamin Leonard recognized severally in the Sum of five pounds conditioned that their respective wives viz Suretia Elly and Katherine Leonard make their personal appearance at the next Court & to give Evidence of what they know respecting the above presentment &c

Herly's
Reogⁿ
Abraham Herly of Hatfield in the county of Hampshire yeoman who was held by recognizance to appear here to answer to the presentment of the Grand Jury for Stealing &c now appeared but the Witness on the part of the King being yet out of this province in the Kings Service ordered that said Herly recognize to the King with a sufficient surety in the Sum of eight pounds the said Herly became bound by way of recognizance accordingly as principal in eight pounds lawful money Samuel Partridge of said Hatfield gent^l as Surety in the same Sum conditioned that the s^d Herly personally appear before the Justices of this court of General Sessions of the peace to be held at Northampton in and for the county of Hampshire on the second Tuesday of November next to answer to s^d presentment and further to do and receive that which by said Court shall be enjoined him and not depart without licence & be of the good behaviour in the mean time &c

Warham Williams of Sheffield in the county of Hampshire yeoman John Williams of s^d Sheffield yeoman and Azariah Dewey living in the Green woods so called (in no town) on the road from Westfield to Sheffield in the s^d County Innholder before this court acknowledged themselves severally indebted to the King by way of recognizance in the respective sums following the said Warham principal in the sum of two hundred pounds the said John and Azariah in the sum of one hundred pounds each lawful money to be levied upon their goods &c - conditioned that if the said Warham personally appears at the superior court of Judicature court of assize and general gaols delivery to be held at Springfield in and for the county of Hampshire on the fourth tuesday of September next to answer to such things as may be objected against him on the King's behalf especially to the Information of John Worthington Esq. attorney for our sovereign Lord the King in this behalf originally entered in this court (but by order now to be removed to that court) wherein he is charged with having altered and forged certain Lists of Rates or assessment of the Inhabitants of said town of Sheffield committed to him s^d Warham with proper warrants to collect &c and shall do and receive that which by s^d Superior court shall be enjoined and not depart without licence the said Recognizance shall be void or else to be & remain in full force -

Williams
Dewey

Joseph Smith of Hatfield in the county of Hampshire yeoman who was held by recognizance to appear here and answer to the complaint of Joseph Holmes of s^d Hatfield yeoman charging him with the Fornication and lasciviousness, aggravated, therein fully set forth and which is on file now appears but the Attorney for the King whom the court now required to prosecute said Smith on the King's behalf not being ready the said Smith is ordered to recognize &c - Joseph Smith abovesaid recognized as principal in the sum of ten pounds Obadiah Dickinson gent^l & Menoni Dickinson yeoman both of said Hatfield as sureties in five pounds each for his said Joseph's making his personal appearance at the next court of gen^l Sessions to be held at Northampton in and for the county of Hampshire on the second tuesday of November next to answer to such matters as may be objected against him on his majesty's behalf - and not depart &c -

Joseph
Smith's
Recogniz

Mary Wright of Northfield confesses before this court she has been guilty of the crime of Fornication being a feme sole - ordered she pay apine to the King for his use for her s^d offense of 13/4 law^l Money & cost - paid -

Mary
Wright
Confessⁿ

Mary Wright of Springfield in the county of Hampshire widow & spinster humbly shewn by way of complaint that John Morgan 2^d of s^d Springfield yeoman is the father of a female bastard child begotten on her body of which she was delivered the first of May last and that said John refuses to contribute to the support and maintenance of said child as by Law he ought praying said John may be converted before this court and examined touching the premises and be ordered to contribute towards the support and maintenance of s^d child with her assistance and as in duty bound &c The said John being now before the court - heard the foregoing complaint and being called upon to plead thereto, said he would submit to the order of the court in the premises - It's therefore Adjudged by the court that the said John is the reputed father of said child & It's ordered that he stand charged with the maintenance of the same child with the Mother's assistance and that he pay therefor to her said Mary quarterly in the following proportion viz for the first three months next following viz with of said child three shillings lawful money by the week and from the end of said term two shillings by the week during the week's pleasure - and also further ordered that said John give security to the town treasurer of the town of Springfield for the performance of this order and also that he together with the said Mary give bond with a sufficient penal sum to the s^d town treasurer to save the said town of Springfield free from charge for the Maintenance of the said child - and pay cost &c -

Wright
Morgan

Thomas Strong of the New Plantation called New Marlborough in the county of Hampshire clerk compth or the proprietors of the same place - deft! shewing that they are in arrear in the payment of his salary & this complaint was now read again and ordered that the consideration of the matter be referred to the court of general sessions of the peace to be held at Northampton in and for the county of Hampshire on the second tuesday of November next - and also ordered that the 2 proprietors then particularly make known to the court what they have done towards effecting the payment of what is in arrear to the complainant as set forth in the complaint as whether they have granted said monys - whether they have assessed the same whether collectors are appointed and who the assessors and collectors by name are and what further has been done thereon & also that the proprietors who are here present in court take notice of their Order and obey the same.

Joseph Hawley of Northampton in the county of Hampshire Esq here in court gives the court to understand and be informed that Ebenezer Pomroy of Hadley in the county aforesaid Inn-holder some time in the month of August went at said Hadley was guilty of misrule and disorder in his house there by suffering sundry couples of young people belonging to Northampton aforesaid of the two sexes to sing dance and revel in his house there and there to continue thus singing dancing and revelling one whole night next following some one of the Days of the instant August contrary to Law and against the peace & the said Ebenezer being here present in court and hearing the foregoing Charge confessed himself guilty of the same Ordered that he pay a fine of ten Shillings lawful money for his offence to be to the Kings use and best paid

John Williams of Sheffield who stood bound by recognizance to make his appearance before this court was now discharged by proclamation by order of court

Toel Prindal living in the Green woods is called / in no town / in the county of Hampshire Innholder who stood bound by recognizance to make his personal appearance before this court was now discharged therefrom by proclamation by order of court

Samuel Lee of Sheffield Innholder Who was held by recognizance to make his personal appearance here before this court was now discharged therefrom by proclamation by order of court

Samuel Brown of Stockbridge Jun: presented to the court an account bearing date Sept. 1754. of his charges and service in apprehending one Robert Cooke who killed (or murdered) the Indian in summoning the Witnesses keeping the prisoner bringing him to Springfield & with his assistants & amounting to Nine pounds 10s lawful money praying the same may be allowed & that the County Treasurer be directed to pay the same & And the Court say the Account is allowed and order that the County Treasurer of the said County be directed to pay said Brown the said Sum of Nine pounds four Shillings five pence lawful money out of of this County Treasury in full - order is now to Treasurer a/c

Ordered by this court that Messrs Daniel Graver of Wrimfield & William Scott Jun: of Palmer be a committee to make the necessary repairs of the bridge across or over Chiquapee river near said Scott's dwelling house viz to rear a new Stone pillar lay new Sleepers & plank it anew and board up the Sides in the cheapest and best manner they can as soon as may be and make Report of their doings to this Court and present their a/c for allowance & payment at next session of the same

Hubertly of Springfield in the county of Hampshire yeoman who at the last court of General Sessions became bound as principal with Sureties for the personal appearance of one Medad a negro man servant for life to Elisha Noble of Sheffield at the Superior court of Judicature court of Assize and General Goal delivery to be held at Springfield in and for the county of Hampshire on the fourth Tuesday of September next as well to answer to such things as may then and there be objected against him said Medad on his Majesty's behalf as to prosecute his appeal from the sentence of the said court of general Sessions given ag^t him upon an Indictment for stealing of which he was there convicted being apprehensive the said Medad would make his escape brot him before this court and moved the said Medad might be remanded to goal which was ordered by the Court and a mittimus made accordingly

Pursuant to a Warrant under the hands of the Select-men of the town of - Persons warned out of
Brimfield in the county of Hampshire dated the 13th of August current Nathan Smith and his wife and family were Warned by Benjⁿ Mun Constable to depart and leave said town forthwith - Also pursuant to another Warrant of the same date under the hands of the same Select-men Nathaniel Walker with his family on the eighteenth day of the same August were warned to depart and leave said town forthwith by Jonathan Charles Constable -
And also pursuant to a Warrant under the hands of the same Select-men dated the 17th day of August current the widow Rachel Stevens her son Nicholas Stevens and a Daughter on the twentieth of the same August were warned to depart & leave said town of Brimfield by Jonathan Charles Constable -
Also pursuant to another warrant of the last mentioned date under the hands of the same Select-men Samuel Piques with his wife and children - Aaron Elwell and his family - and Timothy Messor with his family were all warned to depart and leave said town of Brimfield forthwith by Benjamin Mun Just Constable

And pursuant to another warrant of the same date under the hands of the same Select-men Joseph Baker and his family on the 22^d of the same August were warned forthwith to depart and leave the town of Brimfield by Ebenezer Bishop Const^{ble} as ϕ the several Warrants on file appear -

Pursuant to a Warrant under the hands of the Select men of the town of Hadley in the county of Hampshire bearing date the seventh Day of August current Elisha King & Temima his wife with their Daughter Mary Elizabeth Perks the Widow Sarah Farand & Jane Margaret Susanna her Daughters And William Patterson & Margaret his Wife and John Robert Mary Isabel Adam and William their Children were all warned forth with to depart and leave said town on the eighth of said August by Jonathan Worner Constable as ϕ Warrant & return on file appear -

Pursuant to a Warrant under the hands of the Select men of Hatfield in the county of Hampshire dated the 24th day of May 1789. the Widows Lydia Stiles and Rachel Sartwell were warned to depart & leave said town forthwith on the 20th day of the same May by David Billing Constable as ϕ warrant and return on file appear -

The Petition of the Select-men of the town of Deerfield in the county of Hampshire praying for a Discontinuance of the high Way leading from French's ferry so called by the way of Wapping into Deerfield street lately laid out for reasons given in sd Petition, and in case their Honors should not be pleased to discontinue the said road without a further view by a Committee that then a Committee might be appointed to view and consider the same was now read And the Court upon hearing it considering the prayer thereof say that it is not granted, and determine the said Petition ought to be dismissed and is accordingly dismissed

97
Sunderland
Petition
The Petition of a number of Persons Inhabitants of Sunderland in the county of Hampshire praying the Court would discontinue of Road from the upper end of S^d town through Wapping to Deerfield and establish the road from the middle of said town by the South end of Sugar Loaf only for reasons given in said Petition was now read and ordered that the same be dismissed ~

Hinddale
Petition
Ebenezer Hinddale of Hinddales fort so called in the province of New Hampshire shews that by order of the Court of General Sessions &c a Country road or high Way was lately laid from the Ferry in the Occupation of Thomas French of Deerfield in the county of Hampshire by the place called Wapping into the town street in S^d Deerfield & also that another high Way was at the same time laid out from the Great River by the South end of Sugar Loaf into the same street in S^d Deerfield both which pass through lands belonging to S^d Eben^d and to Samuel Hinddale of S^d Deerfield to their great Damage - praying their Honors if they should not think proper to throw up one of the roads referred to that then their Honors would order that a Jury be summoned in manner as the Law directs to consider and assess him the S^d Ebenezer and his Brother Samuel Hinddale above named the Damages they have sustained by the laying out the said Ways across their Land as aforesaid and as in duty bound &c The S^d Eben^d petition was now read and he having preferred a memorial to S^d Gen^l Court praying to be allowed to make application to this Court for a recompence for the Damages aforesaid and the same having been there Granted (as by a copy of the S^d Memorial and of the said Gen^l Court order thereon on file appears) the prayer thereof granted - and Its order'd that the Sheriff or his Deputy be directed to summon a Jury for said purpose as the Law directs and with them proceed as soon as may be to said Deerfield the said Jury having first had the oath by Law required administered to them by a Justice of S^d peace and with them inquire whether the above named Ebenezer Hinddale and Samuel Hinddale shall vouch to have any Damages for the above mentioned roads passing their lands respectively and what and how much the same shall be and cause that they make return of their Verdict under their hands and seals to this Court at the next Session thereof after such Inquiry made ~

Committee
to ascertain
the high
way in
Springfield
Upon a motion made by John Worthington Esq. of Springfield in S^d County of Hampshire as well on his own as on behalf of the greater part of the Inhabitants living in the main Street of said Springfield on the east Side of the great river there Ordered that Mess^{rs} John Shepard Sam^l Noble David Weller John Ingersoll and Joseph Root of Westfield all sufficient - disinterested freeholders in S^d County be a committee to view the County high Way thro' said first parish in Springfield aforesaid as it lies through the main Street there & examine the Interoachments thereon consider how on which Side the way the same be removed also whether any part of S^d high Way may be discontinued without prejudice to the public and determine where such discontinuance shall be (if any) & further that they view the road from mill river up long ^{hill} to perowick mill there and also view the road from mill river over long hill to perowick brook & consider the Necessity and Convenience of the same being a County road and if they think proper lay out the same Which said Committee shall be under oath to perform the said Service according to their best Skill and Judgment with most convenience to the public and with least prejudice or Damage to private property (They having first given reasonable Notice to all persons interested of the time and place of their meeting for that purpose) and shall also ascertain the place and Course of said Roads in the best way & manner they can Which having done they or the major part of them shall make return thereof to the Court of General Sessions of the peace that shall be held in S^d County next after said Service is performed under their -

their hands and Seals and if any person be damaged in his property by the laying out said way said Committee are impowered and required under oath to estimate the same and make return thereof as aforesaid. Also further ordered that the said Committee make an estimate & apportionment of the cost on the several persons that have encroached on the high Way in the main street aforesaid and report that also to the same Court.

Committee was certain the high Way in Springfield

The Sheriff of this county together with the Jury which agreeable to the Order of this court at their last Session was summoned & sworn to inquire whether those persons who complain'd they were damaged by the laying out the high Way which leads from Sunderland to the Bay road thro' their lands should be allowed and paid any damages for said road passing thro' their lands & whether said road should be varied or all which remains and appears at large on the records of said court - now make return as follows - By Virtue of the foregoing Warrant I have summoned a Jury as the law directs and caused them to be sworn by Joseph Hawley Esquire one of his Majesty's Justices of the peace as the law requires and with them repaired to Amherst having given due notice to all parties concerned and with the said Jurors viewed the whole of the road mentioned in the foregoing order of Court heard the Allegations and pleas of the several persons who complain they are damaged as also the Select men of Amherst And the said Jurors do on their oaths say that the whole of the said road be continued in form as laid out by the Committee appointed by the Court for that purpose and are of opinion that no damages be allowed to any or either of the Complainants.

Return of a Jury of Inquiry at Amherst.

Samuel Clark	Seal	Calib Strong	Seal	Oliver Partridge	Shers Seal
Gideon Clark	do	Willm Lyman	do	Seth Pomeroy	foreman Seal
Homer Barnard	do	Saul Alvord	do	Benjamin Alvord	do
		Ueazer Burt	do	Ebenezer Hunt	do
		Uisha Pomeroy	do	Supply Kingsley	do

Which return of the sheriff and Jury abovenamed was read & accepted and ordered that the same be recorded in the records of this court & that the said high Way referred to be fixed and remain in the place where it was laid by the Committee appointed for that purpose forever hereafter.

And its considered and ordered by the Court that Benj^a Roads, yeoman Eben^a Williams, John Pittees, John Dickinson Tho^s Selden - Peter Smith Jacob Warner Moses Dickinson David Dickinson Nath^l Dickinson yeoman all of Amherst in said County pay all the costs that have arisen in consequence of the foregoing inquiry to the several persons to whom the same is due all which are taxed at eight pounds fifteen shillings and five pence lawful money as a bill on file appears is also the Names of the persons to whom the same is due & the sum respectively due to each - & to be awarded accordingly.

Costs of Inquiry paid -

We the Subscribers being appointed a Committee to lay out a high Way from Deerfield town street to Connecticut river and from said river to the country road going from Montague to Northfield and being sworn to perform said service according to our best skill and Judgment we gave reasonable Notice to all persons interested and on July 11th we met and after hearing the pleas of all interested persons and carefully viewing the Ground we laid out said road as is hereafter described beginning at the town street in Deerfield between the houses of Ebenezer Wells and John Nims running east 31 degrees South 20 rods then East 15^o 1/2^o 3 1/2 rods to a heap of Stones at the end of the Lane the high Way to be two rods and an half wide in said Lane - then 1^o 1/4 rods to a heap of Stones - then East 8^o N^o 18 rods then East 36^o N^o 31 rods then East 14^o N^o 30 rods then East 42^o N^o 23 rods to a Chestnut Stub then East 47^o 1/2^o 17 rods to a heap of Stones then East 6^o N^o 11 rods to a heap of Stones then N^o 19^o E^o 29 rods then N^o 37^o East 18 rods then N^o 17^o East 16 rods then N^o 9^o East 31 rods to a black oak Saddle

Committee who laid out road from Deerfield to Montague

High Way
from
Deerfield
to
Montague
one way

Staddle then East 30° N° 8 rods then East 47° S° 16 rods then East 28° N° 22 rods to a black oak Staddle then N° 45° East 10 rods then East 31° N° 38 rods then N° 37° East 10 rods then East 31° N° 24 rods then East 13 rods to a black oak Staddle then N° 27° East 42 rods to a black oak Staddle then East 21° South 8 rods then S° 35° East 13½ rods to a black oak Staddle with a heap of Stones then East 16° N° 14 rods then East 32° N° 13 rods to a heap of Stones then N° 37° East 10 rods then E 41° N° 22 rods then N° 42° East 18 rods to a black oak Staddle then N° 45° E 22 rods then East 10° N° 12 rods then East 6° S° 15½ rods to a with hazle Staddle then East 31° N° 15 rods to a black oak Tree then North 44° East 24 rods then N° 35° E 30 rods then N° 17° East 14 rods to a black oak Staddle then N° 45° East 26 rods then East 27° N° 20 rods to a Stake and Stones then S° 45° East 35 rods then S° 31° East 19 rods to a pine tree then S° 33° E 23 rods to a black oak tree then S° 42° East 12 rods then East 41° S° 81 rods then S° 41° East 34 rods near Jonathan Wells' house the said high Way to be four rods wide from the easterly end of the lane to the place last mentioned then running S° 10° W 18 rods to a Stake with Stones then South 45° East 30 rods to a Stake then East 29° S° 38 rods to a maple tree on the bank of Connecticut river the said high Way to be two rods wide from said Wells' house to said river the line run to be the middle of said high way from the town street to Connecticut river from said maple tree to said river running South 40° East to an Elm Staddle on the east shore then running East 28° S° 6 rods to a Stake then N° 33° East 22 rods to a Stake the said high Way to be six rods wide between said Stakes then running East 24° S° 57 rods to a Stake then East 28° N° 61 rods to a maple tree by Cold Brook near Zebadiah Smith's Dwelling house the said high Way to be two rods wide from Connecticut river to said brook (between the two Stakes above mentioned should have been here excepted) then N° 2° East 8 rods to a pine tree then N° 15° W 25 rods to a pine tree then N° 14° W 34 rods then N° 14° East 23 rods to a pine tree then N° 40° East 12 rods to a pine tree then N° 3° W 28 rods to a pine tree then N° 5° W 22 rods to a pine tree then N° 34° East 33 rods to a black oak tree then N° 10° E 26 rods to a pine Staddle then N° 45° East 29 rods to a pine tree then East 4° N° 42 rods to a pine tree then East 40° N° 33 rods to a pine tree then East 20° N° 46 rods to a pine Staddle then East 21° N° 33 rods to a pine tree then East 23° N° 272 rods to a pine tree then East 19° N° 250 rods to the Country road going from Montague to Northfield given under our hands and seals the 6th day of August 1759

N B the high Way from Cold Brook near Zebadiah Smith's dwelling house to the country road going from Montague to

Northfield to be four rods wide and the line we run to be on the South easterly and easterly side of said high Way from Connecticut river to the Country road going from Montague to Northfield

The foregoing return was now read and considered and the Court say the same is accepted and order that it be recorded in the records of this Court and the high Way therein described hereafter known as a common high Way & that all Nuisances thereon be forthwith removed.

Estimate of Damages } An account of the Damages the several persons afternamed have sustained according to our Estimation, by the said high Way, crossing their Lands

To Major Williams	£2. 11. 0.		Seth Dwight
To Sam ^l Winidale	" 16. 0.		Yellow's Billing
To Jonathan Wells	2. 13. 4.		Obad. Dickinson
To Israel Richardson's heirs	1. 6. 8		John Gunn
To Seal ^r Jon ^s Root	" 6. 8	the whole of which is consid ^d	Elisha Hubbard.
To Zebadiah Smith	2. 0. 0.	& is allowed.	

The County of Hampshire to said

Com^{tes}

Committee for laying out the high Way above described is Dr.
 To Seth Dwight for three days and one third of a day @ 6/- £1.0.0
 To Fellows Billing for 3 1/3 days @ 6/- 1.0.0
 To Obadiah Dickinson for 3 1/3 days @ 6/- 1.0.0
 To John Gunn for 3 1/3 days @ 6/- 1.0.0
 To Elisha Hubbard for 3 1/3 days @ 7/4 1.4.0
 To John Wells 1 1/2 day to carry of chain @ 2/- 3.0.0

Which amount was now presented to this Court for £5.7.0
 allowance and order of payment - And the same is allowed and
 Ordered that the County Treasurer for this County be directed to pay
 the several persons named therein the sums due to em respectively
 out of the said County treasury in full discharge thereof -
 order is 2 to the Treas: 24th Sept. 1789.

Licence is granted by this Court to Moses Leonard of Springfield to keep a ferry across agawam river there at the usual ferry place the fare to be the same as usual. Who recognized in the sum of ten pounds - lawful money for the faithful performance of his said trust as p said recognizance on file appears -

Licences for Tea &c.

Licence is by this Court granted to Samuel Colton 2^d of Springfield to sell Tea Coffee and china Ware for one year next ensuing Who recognized with sureties according to Law to pay the duties by Law set on said Commodities to the Farmer thereof as p said recognizance on file appears -

Licence is granted John Ely of Springfield to sell tea coffee and chinaware for one year next ensuing who recognized with sureties as the Law directs well and truly to pay the duties by Law set on those commodities as p his said Recognizance on file appears -

Licence is granted Samuel Blogget of Sunderland to sell tea coffee and china ware for one year next ensuing who recognized with sureties as the Law directs well and truly to pay the duties by Law set on the said Commodities as by his recognizance on file appears -

Licence is granted Elisha Parks of Westfield to sell tea coffee and china ware for one year next ensuing hereof who recognized with sureties as the Law directs well and truly to pay the duties by Law set on the same Commodities as by his said recognizance on file appears -

Licence is granted Jonathan Bliss of Springfield to sell tea coffee & china ware one year next following. Moses Bliss as principal recognized with sureties for the s^d Jonathan's well and truly paying the duties by Law set on those commodities as p s^d recognizance on file appears -

Licence is granted Luke Bliss of Springfield to sell tea coffee & china ware for one year next ensuing Who recognized with sureties as the Law directs duly to pay the duties by Law set on the same Commodities as by his recognizance on file appears -

Licence is granted Elisha Pomeroy of Northampton to sell tea Coffee & china Ware for one year next ensuing Who recognized with sureties as the Law directs well and truly to pay the duties by Law set on those Commodities as p his said recognizance on file appears -

Inn-holders & Retailers.

Ezra Strong of Westfield is licensed to be a Retailer of spirituous liquors out of his now dwelling house to be spent out of doors. Who recognized as the Law directs duly to observe the directions of the Law relating to persons licensed to sell out of door only and also recognized with sufficient sureties in the sum of fifty pounds to keep and render the accounts and pay the Duties by Law required as p said recognizances on file appears.

99-
Moses } License is granted Moses Marsh of Hadley to be an Inn holder Retailer and
Marsh } Common Victualler in the house where he now dwells for the year next ensu-
ing Who recognized as the law directs to keep good rule and order in his house
and duly to observe the laws made for regulation of such houses - and also
recognized with sufficient sureties in the sum of fifty pounds to keep and
render the accounts and pay the duties by law required as p^d Recogni-
zances on file appears -

Joseph } Joseph Scott of Ware river parish is licensed to be an Inn holder Retailer &
Scott } Common Victualler in the house where he now dwells for the year next en-
suing Who recognized according to Law to keep good rule and order in his
house and duly to observe the Laws made for regulation of such houses.
and also recognized with sufficient Sureties in the Sum of fifty pounds -
to keep and render the accounts and pay the duties by Law required
as p^d said recognizances on file appears -

Jabez } Jabez Ward Esq. of New. marlborough is licensed to be an Inn holder Re-
Ward } tailer and common Victualler in the house where he now dwells for one -
year next ensuing Who recognized according to Law to keep good rule &
order in his house and duly to observe the Law made for regulation of
such houses and also recognized with sufficient sureties in the Sum of
fifty pounds to keep and render the accounts and pay the duties by
Law required as p^d said recognizances on file appears -

Aaron } Aaron Denio of Greenfield is licensed to be an Inn holder Retailer
Denio } and common Victualler in the house where he now dwells for the year
next ensuing Who recognized according to Law to keep good rule and -
order in his house and duly to observe the Law made for regulation of
such houses and also recognized with sufficient Sureties in the Sum
of fifty pounds to keep and render the accounts and pay the duties -
by Law required as p^d said recognizances on file appears -

John } John Downing of Ware river precinct is licensed to be an Inn holder
Downing } Retailer and common Victualler in the house where he now dwells for -
the year next ensuing Who recognized according to Law to keep good rule
and order in his house and duly to observe the Law made for regulation
of such houses and also recognized with sufficient Sureties in the Sum
of fifty pounds to keep and render the accounts and pay the duties by
Law required as p^d said recognizances on file appears -

Dan } Dan Robinson of Granville is licensed to be an Inn holder Retailer &
Robinson } common Victualler in the house where he now dwells for the year next
ensuing Who recognized according to Law to keep good rule and order in
his house and duly to observe the Law made for regulation of such -
houses And also recognized with sufficient Sureties in the Sum of fifty
pounds to keep and render the accounts and pay the duties by Law -
required as p^d said recognizances on file appears -

Phineas } Phineas Cratt of Granville is licensed to be an Inn holder Retailer and
Cratt } common Victualler in the house where he now dwells for one year Next -
ensuing Who recognized according to Law to keep good rule and order in his
house and duly to observe the Law made for regulation of such houses -
and also recognized with sufficient Sureties in the Sum of fifty pounds
to keep and render the accounts and pay the duties by Law required -
as p^d said Recognizances on file appears -

Samuel } Samuel Moulton of Brimfield is licensed to be an Inn holder Retailer &
Moulton } common Victualler in the house where he now dwells for the year next ensu-
ing Who recognized with Sureties according to Law to keep good rule and order in
his house & duly to observe the Law made for regulation of such houses and also
recognized with sufficient Sureties in the Sum of fifty pounds to keep and render
the accounts & pay if Duties by Law required as p^d Recognizances on file appears -

William Lyman of Northampton is licenced to be an Innholder Retailer & Common
Vintner in his now dwelling house there in said Town - for the year next
ensuing Who recognized according to law duly to observe the directions of law
respecting Persons licenced for that purpose - and also recognized with suffi-
cient Sureties in the Sum of fifty pounds to keep and render the amounts & pay
the duties by law required as by said recognizances on file appears -

Ezekiel Thomas of Number three is licenced to be an Innholder Retailer and
common Vintner in the house where he now dwells for the year next ensuing
who recognized with Sureties as the law directs to keep good rule and order in his
house and duly to observe the laws made for regulation of such houses and also
recognized with sufficient Sureties in the Sum of fifty pounds to keep and render
the amounts & pay the duties by law required as by said recognizances on file appears -

Ulisha Noble of Sheffield is licenced to be an Innholder Retailer and Common -
Vintner in the house where he now dwells for the year next ensuing who recog-
nized as the law directs to keep good rule and order in his house and duly to ob-
serve the laws made for regulation of such houses and also recognized with
Sufficient Sureties in the Sum of fifty pounds to keep and render the amounts
and pay the duties the law requires as by said recognizances on file appears -

John Burghardt of Sheffield is licenced to be an Innholder Retailer and
common Vintner in the house where he now dwells for one year next ensuing
Who recognized with Sureties as the law directs to keep good rule and order in his
house and duly to observe the laws made for regulation of such houses And also
recognized with sufficient Sureties in the Sum of fifty pounds to keep and render
accounts and pay the duties the law requires as by said recognizances on file appears.

Duncan Quantan of Palmer is licenced to be an Innholder Retailer and common
Vintner in the house where he now dwells for one year next ensuing Who recog-
nized with Sureties as the law directs to keep good rule and order in his house &
duly to observe the laws made for regulation of such houses and also recognized
with sufficient Sureties in the Sum of fifty pounds to keep and render the amounts
and pay the duties the law requires as by said recognizances on file appears -

William Scott Junr of Palmer is licenced to be an Innholder Retailer & common
Vintner in the house where he now dwells for one year next ensuing who recog-
nized as the Law directs to keep good rule and order in his house and duly to
observe the laws made for regulation of such houses And also recognized
with sufficient Sureties in the Sum of fifty pounds to keep and render
the amounts and pay the duties by law required as by said recognizances on file appears

Thomas Thing of Palmer is licenced to be a Retailer of Spirituous Liquors
out of his now dwelling house to be spent out of doors for the year next ensuing
Who recognized as the law directs duly to observe the directions of the law
respecting persons licenced to sell out of door only and also recognized with
sufficient Sureties in the Sum of fifty pounds to keep and render the amounts
and pay the duties by law required as by said recognizances on file appears.

Abel Chapin of Springfield is licenced to be an Innholder Retailer and
common Vintner in the house where he now dwells for the year next ensuing
Who recognized according to law to keep good rule and order in his house and
duly to observe the Laws made for regulation of such houses and also recognized
with sufficient Sureties in the Sum of fifty pounds to keep and render the
amounts and pay the duties by law required as by said recognizances on file appears

Aaron Carson of Springfield is licenced to be an Innholder Retailer & common
Vintner in the house where he now dwells for the year next ensuing Who re-
cognized with Sureties as the law directs to keep good rule and order in his
house and duly to observe the laws made for regulation of such houses And also
recognizes with sufficient Sureties in the Sum of fifty pounds to keep and
render the amounts & pay the duties by law required as by said recognizances on file appears.

Tilly Rice of Springfield is licenced to be an Innholder Retailer and common
 Tilly Rice } Virtualer in the house where he now dwells for the year next ensuing Who re-
 cognized with sureties as the law directs to keep good rule & order in his house
 and duly to observe the laws made for regulation of such houses and also re-
 cognized with sufficient Sureties in the sum of fifty pounds to keep and ren-
 der the accounts and pay the duties by law required as \S 2 Reog^{on} file.

John Beman of Northfield is licenced to be a Retailer of spirituous Liquors
 John Beman } out of his dwelling house there to be spent out of doors for the year next ensu-
 ing Who recognized according to law duly to observe the directions of the -
 law respecting persons licenced to sell out of door only And also recognized
 with sufficient Sureties in the sum of fifty pounds to keep and render the-
 accounts and pay the duties by law required as by Reog^{on} file appears.

Samuel Hunt of Northfield is licenced to be an Innholder Retailer and common
 Samuel Hunt } Virtualer in the house where he now dwells for the year next ensuing Benoni
 Wright of the same place came into court and recognized for the said Samuel
 as principal with sureties for \S 2 Samuel's keeping good rule and order in his
 house & duly observing the laws made for regulation of such houses And also
 recognized for \S 2 Samuel as principal with sufficient sureties in the sum of
 fifty pounds that he should keep and render the accounts and pay the
 duties by law required as \S said recognizance on file appears -

Nathan Collins of Brimfield is licenced to be an Innholder Retailer.
 Nathan Collins } and common Virtualer in the house where he now dwells for one year next
 ensuing Who recognized according to Law to keep good rule and order in his -
 house and duly to observe the laws made for regulation of such houses -
 And also recognized with sufficient sureties in the sum of £50 to keep & render
 y^e accounts & pay the duties by Law required as \S 2 Reog^{on} file appears.

Moses Burt of Springfield is licenced to be an Innholder Retailer & common
 Moses Burt } Virtualer in the house where he now dwells for a year next ensuing Who recog-
 nized as the Law directs to keep good rule and order in his house and duly
 to observe the directions of the laws made for regulation of such houses And also
 recognized with sufficient Sureties in the sum of fifty pounds to keep & render
 the accounts and pay y^e Duties by law required as \S 2 Reog^{on} file appears.

Eliaser Chapin of Springfield is licenced to be a retailer of spirituous Liquors
 Eliaser Chapin } out of his now dwelling house to be spent out of doors for the year next
 ensuing Who recognized according to Law duly to observe the directions
 of the Law relating to persons licenced to sell out of door only and also
 recognized with sufficient Sureties in the sum of fifty pounds to keep & render
 y^e accounts & pay the duties by law required as \S 2 Reog^{on} file appears.

Asariah Cooley of Brimfield is licenced to retail spirituous Liquors out of
 Asariah Cooley } his now dwelling house to be spent out of doors for the year next ensuing
 Who recognized according to Law duly to observe the directions of the Law -
 relating to persons licenced to sell out of door only And also recognized
 with sufficient Sureties in the sum of fifty pounds to keep and render the
 accounts and pay the duties by law required as by \S 2 Reog^{on} file appears.

Joshua Boardman of Sheffield is licenced to be an Innholder Retailer and
 Joshua Board- } common Virtualer in the house where he now dwells for the year next ensuing
 man Who recognized according to Law to keep good rule and order in his house &
 duly to observe the Laws made for regulation of such houses And also re-
 cognized with sufficient Sureties in the sum of fifty pounds to keep & render
 the accounts and pay y^e duties by law required as \S 2 Reog^{on} file appears.

Obadiah Noble of Sheffield is licenced to be an Innholder Retailer & Common
 Obadiah Noble } Virtualer in the house where he now dwells for the year next ensuing Who
 recognized according to Law to keep good rule and order in his house & duly to -
 observe the laws made for regulation of such houses And also recognized with
 sufficient Sureties in the sum of fifty pounds to keep and render the -
 accounts and pay the duties by Law required as \S 2 Reog^{on} file appears.

Shinehas Smith of Sheffield is licenced to be a Retailer of spirituous Liquors out of his now dwelling house to be spent out of Doors for the year next ensuing Who recognized as the law directs duly to observe the directions of the Law relating to persons licenced to sell out of door only and also recognized with sufficient Sureties in the Sum of fifty pounds to keep and render accounts and pay the duties by Law required as \S 1st Recognizances on file appears. Shinehas Smith

Joseph Foster of Ware-river precinct is licenced to be a Retailer of spirituous Liquors out of his now dwelling house to be spent out of doors for the year next ensuing Who recognized according to Law duly to observe the directions of the Law relating to persons licenced to sell out of door only And also recognized with sufficient Sureties in the Sum of fifty pounds to keep and render the accounts and pay of Duties by law required as \S 1st Recognizances on file appears. Joseph Foster

Nathaniel Ely of Springfield is licenced to be a Retailer of Spirituous Liquors out of his now dwelling house to be spent out of doors for the year next ensuing Who recognized according to Law to observe the directions of the Law relating to persons licenced to sell out of doors only And also recognized with sufficient sureties in the Sum of fifty pounds to keep & render the accounts & pay the duties by law required as \S 1st Recognizances on file appears. Nath^l Ely

Zacharias Crocker of Broadtown is licenced to be an Inn-holder Retailer and common Victualler in the House where he now dwells for the year next ensuing Who recognized according to law to keep good rule and order in his house and duly to observe the Law made for regulation of such houses And also recognized with sufficient Sureties in the Sum of fifty pounds to keep and render the accounts & pay the duties by law required as \S 1st Recognizances on file appears. Zacharias Crocker

Nathaniel Pearce of Wlandford is licenced to be an Inn-holder Retailer and common Victualler in the house he now dwells in for the year next ensuing Who recognized as the Law directs to keep good rule and order in his house and duly to observe the directions of the Law made for regulation of such houses and also recognized with sufficient Sureties in the Sum of fifty pounds to keep & render the accounts & pay the duties by Law required as \S 1st Recognizances on file appears. Nath^l Pearce

Jonathan Clap of Northampton is licenced to be an Inn-holder Retailer and Common Victualler in the house where he now dwells for the year next ensuing who recognized as the law directs to keep good rule and order in his house and duly to observe the laws made for regulation of such houses and also recognized with sufficient sureties in the Sum of fifty pounds to keep & render the a/c's and pay the duties by law required, as \S 1st recogⁿ on file appears. Jonathan Clap

Elijah Williams Esq of deerfield is licenced to be a retailer of spirituous Liquors out of his now dwelling house to be spent out of doors for the year next ensuing who recognized according to Law duly to observe the directions of the law relating to persons licenced to sell out of door only & also recognized with sufficient sureties in the Sum of fifty pounds to keep and render the accounts & pay the duties by law required as \S 1st recogⁿ on file appears. Elijah Williams

David Field of deerfield is licenced to be a Retailer of Spirituous liquors out of his now dwelling house to be spent out of doors for the year next ensuing Who recognized as the law directs duly to observe the directions of the law relating to persons licenced to sell out of door only and also recognized with sufficient sureties in the Sum of fifty pounds to keep and render the accounts and pay the duties by law required as \S 1st Recognizances on file appears. David Field

Oliver Partridge Esq of Hatfield is licenced to be a retailer of spirituous liquors out of his now dwelling house to be spent out of door for the year next ensuing Who recognized according to law duly to observe the directions of the law relating to persons licenced to sell out of door only and also recognized with sufficient Sureties in the Sum of fifty pounds to keep and render the accounts and pay the duties by law required as \S 1st Recognizances on file appears. Oliver Partridge

Samuel Wells of Deersfield is licenced to be an inn holder retailer and Cornor
 Samuel Wells - virtualer in the house he now dwells in for the year next ensuing who recog-
 nized with sureties according to law to keep good rule & order in his house & duly
 to observe the Law made for regulation of such houses and also recognized
 with sufficient sureties in the sum of fifty pounds to keep and render y^e accounts
 and pay the duties by law required as \mathcal{P} D recognizances on file appears -

Perez Marsh of Hatfield is licenced to be a retailer of spirituous liquors -
 Perez Marsh - out of his now dwelling house to be spent out of doors for the year next
 ensuing who recognized according to law duly to observe the directions of the
 law respecting persons licenced to sell out of door only and also recognized
 with sufficient sureties in the sum of fifty pounds duly to keep and render the
 amounts and pay the duties by law required as \mathcal{P} D recog^{es} on file appears -

Josiah Chauncey Esq of Amherst is licenced to be a retailer of spirituous
 Josiah Chauncey Esq - liquors out of his dwelling house there to be spent out of doors for the year next
 ensuing who recognized as the law directs duly to observe the laws made for re-
 gulation of such houses and also recognized with sufficient sureties in the sum
 of fifty pounds to keep and render the accounts and pay the duties by law
 required as \mathcal{P} D recognizances on file appears -

Zechariah Billing of Hatfield is licenced to be an inn holder retailer and
 Zechariah Billing - common virtualer in the house where he now dwells for the year next ensuing
 David Billing recognized as principal with sureties as the law directs for
 Zechariah's keeping good rule and order in his house and for his duly observ-
 ing the laws made for regulation of such houses and also recognized as prin-
 cipal for said Zechariah with sufficient sureties in the sum of fifty pounds
 that he should keep and render the amounts and pay the duties by law requir-
 ed as \mathcal{P} D Recognizances on file appears -

Samuel Bush of Sheffield is licenced to be an inn holder retailer & common
 Samuel Bush - virtualer in the house where he now dwells for the year next ensuing Who
 recognized as the law directs duly to observe the laws made for regulation
 of such houses and to keep good rule and order in his house and also recog-
 nized with sufficient sureties in the sum of fifty pounds to keep & render
 the accounts and pay the duties by law required as \mathcal{P} D recog^{es} on file be -

Thomas French of Deersfield is licenced to be an inn holder retailer & common
 Thomas French - virtualer where he now dwells for the year next ensuing Who recognized as the
 law directs duly to observe the laws made for regulation of such houses &
 to keep good rule and order in his house and also recognized with suffici-
 ent sureties in the sum of fifty pounds to keep and render the accounts
 and pay the duties by law required as \mathcal{P} D recognizances on file appears -

Jeremiah Powers of Greenwich is licenced to be an inn holder retailer and
 Jeremiah Powers - common virtualer in the house where he now dwells for the year next ensu-
 ing Who recognized according to Law to keep good rule and order in his house
 & duly to observe the laws made for regulation of such houses and also recog-
 nized with sufficient sureties in the sum of fifty pounds to keep & render the
 accounts & pay the duties by law required as \mathcal{P} D recog^{es} on file appears -

James Cooke of New Salem is licenced to be an inn holder retailer and
 James Cooke - common virtualer in the house where he now dwells for the year ensuing.
 Who recognized according to law to keep good rule and order in his house and
 duly to observe the laws made for regulation of such houses & also recognized
 with sufficient sureties in the sum of fifty pounds to keep and render the
 accounts and pay the duties by law required as \mathcal{P} D. Recogn^{es} on file appears.

Azariah Dewey who lives in y^e Greenwood, is licenced to be an inn holder retailer
 Azariah Dewey - & common virtualer where he now dwells for the year next ensuing Who recog-
 nized according to law to keep good rule and order in his house & duly to ob-
 serve the laws made for regulation of such houses and also recognized with
 sufficient sureties in the sum of fifty pounds to keep and render the accounts
 & pay the duties by law required as \mathcal{P} D. Recognizances on file appears -

Samuel Sedgwick living in J. Greenwood is licenced to be an inn-holder retailer and common victualler in the house where he now dwells for the year next ensuing who recognized according to law to keep good rule and order in his house & duty to observe the law made for regulation of such houses and also recognized with sufficient sureties in the sum of fifty pounds to keep and render the accounts and pay the duties by law required as \S 1st recognizance on file appears. { Samuel Sedgwick

William Shaw of Palmer is licenced to be an inn-holder retailer and common victualler in the house where he now dwells for the year next ensuing who recognized according to law to keep good rule and order in his house and duty to observe the law made for regulation of such houses and also recognized with sufficient sureties in the sum of fifty pounds to keep and render the accounts and pay the duties by law required as \S 1st recognizance on file appears. { William Shaw

James Sexton of Sheffield is licenced to be an inn-holder retailer & common victualler in the house where he now dwells for the year next ensuing who recognized according to law to keep good rule and order in his house & duty to observe the law made for regulation of such houses and also recognized with sufficient sureties in the sum of fifty pounds to keep and render the accounts and pay the duties by law required as \S 1st recognizance on file appears. { James Sexton

Samuel Lee of Sheffield is licenced to be an inn-holder retailer & common victualler in the house where he now dwells for the year next ensuing who recognized according to law to keep good rule and order in his house and duty to observe the law made for regulation of such houses and also recognized with sufficient sureties in the sum of fifty pounds to keep and render the accounts and pay the duties by law required as \S 1st recognizance on file appears. { Samuel Lee

M^{rs} Sarah Porter of Hadley is licenced to be a retailer of spirituous liquors out of her now dwelling house there to be spent out of doors for the year next ensuing. She is recognized as principal in behalf of M^{rs} Sarah Porter according to law that she should duly observe the directions of the Law respecting persons licenced to sell out of door only & also recognized as principal with sufficient sureties in the sum of fifty pounds for her that she should keep and render the accounts & pay the duties by law required as \S 1st recognizance on file appears. { M^{rs} Sarah Porter

Samuel Shaw of Brimfield is licenced to be an inn-holder retailer and common victualler in the house where he now dwells for the year next ensuing who recognized according to law to keep good rule and order in his house and duty to observe the law made for regulation of such houses and also recognized with sufficient sureties in the sum of fifty pounds to keep & render the accounts & pay the duties by law required as \S 1st recognizance on file appears. { Samuel Shaw

Joseph Staunton of Westfield is licenced to be an inn-holder retailer and common victualler in the house where he now dwells for the year next ensuing who recognized according to law to keep good rule and order in his house and duty to observe the law made for regulation of such houses and also recognized with sufficient sureties in the sum of fifty pounds to keep and render the accounts and pay the duties by law required as \S 1st recognizance on file appears. { Joseph Staunton

Isaac Davis living on Sheffield road is licenced to be an innholder retailer & common victualler in the house where he now dwells for the year next ensuing who recognized according to law to keep good rule and order in his house & duty to observe the law made for regulation of such houses and also recognized with sufficient sureties in the sum of fifty pounds to keep & render the accounts and pay the duties by law required as \S 1st recognizance on file appears. { Isaac Davis

Joseph Miller of Springfield is licenced to be a Retailer of Spirituous liquors out of his now dwelling house to be spent out of doors for the year ensuing who recognized according to law duty to observe the directions of the Law respecting persons licenced to sell out of door only and also recognized with sufficient sureties in the sum of fifty pounds to keep & render the accounts and pay the duties by law required as \S 1st recognizance on file appears. { Joseph Miller

Daniel Brown of - - - is licensed to be an inn holder retailer and common victualler in the house he now dwells in for the year next ensuing Who recognized according to Law to keep good rule & order in his house and duly to observe the directions of the laws made for regulating such houses & also recognized with sufficient sureties in the Sum of fifty pounds to keep & render the amounts & pay the duties by law required as \S 2^d recognizance on file appears.

Ebenezer Harvey of Northfield is licensed to be a retailer of spirituous liquors Out of his now dwelling house to be spent out of doors the year ensuing who recognized according to law to duly observe the directions of the laws respecting persons licensed to sell out of door only & also recognized with sufficient sureties in the Sum of fifty pounds to keep and render the amounts & pay the duties by law required as \S 2^d recognizance on file appears.

Nathaniel Brewer of Springfield is licensed to be a retailer of spirituous liquors out of his now dwelling house to be spent out of doors the year ensuing Who recognized according to law duly to observe the directions of the laws made for regulating persons licensed to sell out of door only & also recognized with sufficient sureties in the Sum of fifty pounds to keep & render the amounts & pay the duties by law required as \S 2^d recognizance on file appears.

John Knorr of Blanford is licensed to be an inn holder retailer & common victualler in the house where he now dwells for the year ensuing who recognized according to law to keep good rule and order in his house & duly to observe the laws made for regulation of such houses and also recognized with sufficient sureties in the Sum of fifty pounds to keep and render the amounts & pay the duties by law required as \S 2^d recognizance on file appears.

John Barber of Westfield is licensed to be an inn holder retailer & common victualler in the house he now dwells in for the year next ensuing who recognized as the law directs to keep good rule and order in house and duly to observe the laws made for regulation of such houses and also recognized with sufficient sureties in the Sum of fifty pounds to keep and render the amounts and pay the duties by law required as \S 2^d recognizance on file appears.

Samuel Stewart of Blanford is licensed to be an inn holder retailer & common victualler in the house he now dwells in for the year ensuing Who recognized according to law to keep good rule and order in his house and duly to observe the laws made for regulation of such houses and also recognized with sufficient sureties in the Sum of fifty pounds to keep and render the amounts and pay the duties by law required as \S 2^d recognizance on file appears.

John Chadwick of N. H. is licensed to be an inn holder retailer and common victualler in his now dwelling house for the year next ensuing Who recognized as the law directs to keep good rule and order in his house and duly to observe the laws made for regulation of such houses and also recognized with sufficient sureties in the Sum of fifty pounds to keep and render the amounts and pay the duties by law required as \S 2^d recognizance on file appears.

Eldad Taylor Esq of Westfield is licensed to be an innholder retailer & common victualler in the house he now dwells in for the year ensuing who recognized according to Law to keep good rule and order in his house and duly to observe the laws made for regulation of such houses and also recognized with sufficient sureties in the Sum of fifty pounds to keep and render the amounts and pay the duties by law required as \S 2^d Recognizance on file appears.

Martin Dewey of Westfield is licensed to be a retailer of spirituous liquor out of his now dwelling house to be spent out of doors the year ensuing John Ashley Esq on the behalf of \S Dewey recognized as principal with sureties according to law for his duty observing the directions of the law respecting persons licensed to sell out of door only and also recognized on behalf of \S Dewey as principal with sufficient sureties in the Sum of fifty pounds for his \S Dewey's keeping and rendering the amounts and paying the duties by law required as \S 2^d recognizance on file appears.

Jesse Taylor of Newmarlborough is licenced to be an inn holder retailer & common victualler where he now dwells for the year ensuing Who recognized according to law to keep good rule and order in his house and duly to observe the laws made for regulation of such houses and also recognized with sufficient sureties in the sum of fifty pounds to keep and render the amounts and pay the duties by law required as \S 2 recognizances on file appears. { Jesse Taylor

Benjamin Day of Springfield is licenced to be an inn holder retailer and common victualler in the house he now dwells in the year ensuing Who recognized according to Law to keep good rule and order in house & duly to observe the laws made for regulation of such houses and also recognized with sufficient sureties in the sum of fifty pounds to keep and render the amounts and pay the duties by law required as \S 2 recognizances on file appears. { Benj^o Day

Elias Lyman of Northampton is licenced to be an inn holder retailer and common victualler where he now dwells for the year next ensuing Who recognized according to law to keep good rule & order in his house and duly to observe the laws made for regulation of such houses and also recognized with sufficient sureties in the sum of fifty pounds to keep and render the amounts & pay the duties by law required as \S 2 recognizances on file appears. { Elias Lyman

John Ashley Esq of Sheffield is licenced to be a retailer of spirituous liquors out of his now dwelling house to be spent out of door the year ensuing Who recognized according to Law duly to observe the directions of the law respecting persons licenced to sell out of door only and also recognized with sufficient sureties in the sum of fifty pounds to keep and render due to and pay the duties by law required as \S 2 recognizances on file appears. { John Ashley Esq

John Ashley Jun^r of Sheffield is licenced to be an inn holder retailer and common victualler in the house where he now dwells for the year ensuing John Ashley Esq recognized as principal in behalf of \S 2 John Ashley Jun^r according to law that he should keep good rule and order in his house and duly observe the laws made for regulation of such houses and also recognized for said John Ashley Jun^r as principal with sufficient sureties in the sum of fifty pounds that he should keep and render the amounts and pay the duties by law required as \S said recognizances on file appears. { John Ashley Jun^r

Samuel Roberts of Sheffield is licenced to be an inn holder retailer & common victualler in the house where he now dwells the year next ensuing John Ashley Esq came into court and recognized for \S 2 Samuel as principal according to law that he should keep good rule and order in his house and duly observe the laws made for regulation of such houses and also recognized for \S 2 Samuel as principal with sufficient sureties in the sum of fifty pounds that \S 2 Samuel should keep and render the amounts and pay the duties by law required as \S said recognizances on file appears. { Samuel Roberts

Jacob White of Springfield is licenced to be an inn holder retailer & common victualler in the house where he now dwells the year ensuing Who recognized according to law to keep good rule and order in his house and duly to observe the laws made for regulation of such houses and also recognized with sufficient sureties in the sum of fifty pounds to keep and render the amounts and pay the duties by law required as \S 2 recognizances on file appears. { Jacob White

Jonathan Church of Springfield is licenced to be an inn holder retailer and common victualler in the house he now dwells in for the year next ensuing Who recognized to the King with sureties in the sum of ten pounds to keep good rule and order in his house and duly to observe the laws made for regulation of such houses and also recognized with sufficient sureties in the sum of fifty pounds to keep and render the amounts and pay the duties by law required as \S said recognizances on file appears. { Jonathan Church

Noah Hitchcock of Brimfield is licenced to be an innholder retailer & common
 Noah { virtualer in the house where he now dwells for the year ensuing Who
 Hitchcock { recognized according to law to keep good rule and order in his house and
 duly to observe the laws made for regulation of such houses and also
 recognized with sufficient sureties in the sum of fifty pounds to keep & render
 the amounts and pay the duties by law required as \S 2 recognizances on file appears.

Nat. Dwight of Goldspring is licenced to be an innholder retailer and
 Nat. { common virtualer in the house he now dwells in y^e year ensuing who
 Dwight { recognized according to law to keep good rule and order in his house and
 duly to observe the laws made for regulation of such houses & also recog-
 nized with sufficient sureties in the sum of fifty pounds to keep and
 render y^e a/cts and pay y^e duties y^e law requires as \S 2 recognizances on file appears.

Aaron Lyman of Goldspring is licenced to be an innholder retailer & common
 Aaron { virtualer in the house he now dwells in the year ensuing. Capt Nat. Dwight as
 Lyman { principal recognized in behalf of A. Lyman as the law directs that he should
 keep good rule & order in his house & duly observe the laws made for regulating
 such houses & also as principal recognized for A. Lyman with sufficient sureties
 in the sum of fifty pounds that he should keep and render the amounts and
 pay the duties by law required as \S said recognizances on file appears.

John Smith second of S^t Hadley is licenced to be an innholder retailer &
 John { common virtualer in the house he now dwells in the year ensuing Who
 Smith { recognized according to law to keep good rule and order in his house &
 duly to observe the laws made for regulation of such houses and also
 recognized with sufficient sureties in the sum of fifty pounds to keep & render y^e
 amounts & pay y^e duties the law requires as \S 2 recognizances on file appears.

William Eastman of S^t Hadley is licenced to be a retailer of spirituous liquors
 William { out of his now dwelling house to be spent out of doors the year ensuing Who
 Eastman { recognized according to law duly to observe the directions of the law respect-
 ing persons licenced to sell out of door only and also recognized with sufficient
 sureties in the sum of fifty pounds to keep and render the amounts and
 pay the duties by law required as \S 2 recognizances on file appears.

Ezra Clark of Northampton is licenced to be an innholder retailer & common
 Ezra { virtualer in the house where he now dwells the year ensuing who recognized
 Clark { according to law to keep good rule and order in his house and duly to observe
 the laws made for regulation of such houses and also recognized with
 sufficient sureties in the sum of fifty pounds to keep and render the amounts
 and pay the duties by law required as \S 2 recognizances on file appears.

Ephraim Perry of a place called Mount Grace is licenced to be an innholder
 Ephraim { retailer & common virtualer in the house he now dwells in the year ensuing -
 Perry { Who recognized according to law to keep good rule and order in his house & duly
 to observe the laws made for regulation of such houses and also recognized
 with sufficient sureties in the sum of fifty pounds to keep & render y^e amounts
 & pay the duties by law required as \S 2 recognizances on file appears.

John Ingersoll of Westfield is licenced to be an innholder retailer and common
 John { virtualer in the house he now dwelleth in the year ensuing Who recognized -
 Ingersoll { according to law to keep good rule and order in his house and duly to observe
 the laws made for regulation of such houses and also recognized with sufficient
 sureties in the sum of fifty pounds to keep and render the amounts and pay
 the duties by law required as \S 2 recognizances on file appears.

Peter Smith of Amherst is licenced to be a retailer of spirituous liquors -
 Peter { out of his now dwelling house to be spent out of doors the year ensuing Who
 Smith { recognized according to law duly to observe the directions of the law respecting
 Persons licenced to sell out of door only and also recognized with sufficient
 sureties in the sum of fifty pounds to keep and render the amounts and
 pay the duties by law required as \S said recognizances on file appears.

Levi Ely of Springfield is licenced to be an innholder retailer and common
Virtualler in the house he now dwells in the year ensuing Who recognized
according to law to keep good rule and order in his house and duly to observe
the laws made for regulation of such houses and also recognized with sufficient
Sureties in the sum of fifty pounds to keep and render the amounts and
pay the duties by law required as \S said recognizances on file appears. } Levi Ely

Samuel Blogget of Sunderland is licenced to be a retailer of spirituous -
liquors out of his now dwelling house to be spent out of doors the year ensuing Who recognized
according to law duly to observe the directions of the law respecting
persons licenced to sell out of door only and also recognized with sufficient
Sureties in the sum of fifty pounds to keep and render the amounts and pay
the duties by law required as \S said recognizances on file appears - } Samuel Blogget

Moses Smith of Amherst is licenced to be an innholder retailer and common
Virtualler in the house where he now dwells for the year ensuing Who recog-
nized according to law to keep good rule and order in his house and duly
to observe the laws made for regulation of such houses & also recognized with
sufficient sureties in the sum of fifty pounds to keep and render the amounts
and pay the duties by law required as \S said recognizances on file appears. } Moses Smith

Ueazer Burt of Northampton is licenced to be a Retailer of spirituous liquors
out of his now dwelling house to be spent out of doors the year ensuing who
recognized according to law duly to observe the directions of the law respecting
persons licenced to sell out of door only and also recognized with sufficient
sureties in the sum of fifty pounds to keep and render the amounts & pay
the duties by law required as \S his said recognizances on file appears. } Ueazer Burt

Alexander Smith of Amherst is licenced to be an innholder retailer & common
virtualler in the house where he now dwells for the year ensuing Who recog-
nized according to law to keep good rule and order in his house and duly
to observe the laws made for regulation of such houses and also recognized
with sufficient sureties in the sum of fifty pounds to keep and render the
amounts & pay the duties by law required as \S said recognizances on file appears. } Alexander Smith

Jonathan Worner of Hadley is licenced to be a retailer of spirituous liquors out
of his now dwelling house to be spent out of doors for the year ensuing Who
recognized according to law duly to observe the directions of the law respecting
persons licenced to sell out of door only and also recognized with sufficient
sureties in the sum of fifty pounds to keep and render the amounts and pay
the duties by law required as \S his said recognizances on file appears - } Jonathan Worner

Josiah Pierre of Hadley is licenced to be a Retailer of spirituous liquors out of
his now dwelling house to be spent out of doors for the year ensuing Who recog-
nized according to law duly to observe the directions of the law respecting
persons licenced to sell out of door only and also recognized with sufficient
Sureties in the sum of fifty pounds to keep and render the amounts and
pay the duties by law required as \S said recognizances on file appears - } Josiah Pierre

Daniel Graves of Wrimfield is licenced to be an innholder retailer and common
virtualler in the house where he now dwells for the year ensuing Who recog-
nized according to law to keep good rule and order in his house and duly to
observe the laws made for regulation of such houses and also recognized -
with sufficient sureties in the sum of fifty pounds to keep and render the
amounts and pay the duties by law required as \S said recognizances on file appears - } Daniel Graves

Moses Warner of Amherst is licenced to be an innholder retailer and common
virtualler in the house where he now dwells for the year next ensuing Who recog-
nized according to law to keep good rule and order in his house and duly to
observe the laws made for regulation of such houses and also recognized with
sufficient sureties in the sum of fifty pounds to keep and render the amounts
and pay the duties by law required as \S said recognizances on file appears. } Moses Warner

Israel Hubbard of Sunderland is licenced to be an innholder retailer and common victualler in the house he now dwells in the year ensuing who recognized according to law to keep good rule and order in his house and duly to observe the laws made for regulation of such houses and also recognized with sufficient sureties in the sum of fifty pounds to keep and render the amounts and pay the duties by law required as \mathcal{P} & recognizances on file appears.

Eleazer Nash of St Hadley is licenced to be a retailer of spirituous liquors out of his now dwelling house to be spent out of doors the year ensuing Who recognized according to law duly to observe the directions of the laws respecting persons licenced to sell out of door only and also recognized with sufficient sureties in the sum of fifty pounds to keep and render the amounts and pay the duties by law required as \mathcal{P} & recognizances on file appears.

Thomas Dick of Pelham is licenced to be an innholder retailer & common victualler in the house he now dwells in the year ensuing who recognized according to law to keep good rule and order in his house and duly to observe the laws made for regulation of such houses and also recognized with sufficient sureties in the sum of fifty pounds to keep and render \mathcal{P} & a/c's and pay the duties by law required as \mathcal{P} & recognizances on file appears.

John Kellogg of Hadley is licenced to be an innholder retailer & common victualler in the house where he now dwells the year ensuing who recognized according to law to keep good rule and order in his house and duly to observe the laws made for regulation of such houses and also recognized with sufficient sureties in the sum of fifty pounds to keep and render the amounts and pay the duties by law required as \mathcal{P} & recognizances on file appears.

Moses Graves of Hatfield is licenced to be a retailer of spirituous liquors out of his now dwelling house to be spent out of doors the year ensuing Who recognized according to law to duly observe the directions of the laws respecting persons licenced to sell out of door only & also recognized with sufficient sureties in the sum of fifty pounds to keep and render the amounts & pay the duties by law required as \mathcal{P} & recognizances on file appears.

Elisha Allis of Hatfield is licenced to be a retailer of spirituous liquors out of his now dwelling house to be spent out of doors the year ensuing Who recognized according to law to duly observe the directions of the laws respecting persons licenced to sell out of door only and also recognized with sufficient sureties in the sum of fifty pounds to keep and render the amounts and pay the duties by law required as \mathcal{P} & recognizances on file appears.

Jellous Billing of Sunderland is licenced to be an innholder retailer and common victualler in the house he now dwells in the year ensuing who recognized according to law to keep good rule and order in his house and duly to observe the laws made for regulation of such houses and also recognized with sufficient sureties in the sum of fifty pounds to keep and render the amounts & pay the duties by law required as \mathcal{P} & recognizances on file appears.

Ezra Clap of Westfield is licenced to be an innholder retailer and common victualler in the house he now dwells in the year ensuing Who recognized according to law to keep good rule and order in his house and duly to observe the laws made for regulation of such houses and also recognized with sufficient sureties in the sum of fifty pounds to keep and render the amounts and pay the duties by law required as \mathcal{P} & said recognizances on file appears.

Jonathan Graves of Coldspring is licenced to be an innholder retailer & common victualler in the house where he now dwells the year ensuing Who recognized according to law to keep good rule and order in his house and duly to observe the laws made for regulation of such houses & also recognized with sufficient sureties in the sum of fifty pounds to keep & render the amounts and pay the duties by law required as \mathcal{P} & recogn^{ces} on file appears.

Joseph Root of Montague is licenced to be an innholder retailer and common victualler in the house where he now dwells the year ensuing who recognized according to law to keep good rule and order in his house and duly to observe the laws made for regulation of such houses and also recognized with sufficient sureties in the sum of fifty pounds to keep and render the amounts and pay the duties by law required as \S 2 recognizances on file appears —

Benjamin Somise of Westfield is licenced to be an innholder retailer and common victualler in the house he now dwells in the year ensuing who recognized according to law to keep good rule and order in his house and duly to observe the laws made for regulation of such houses and also recognized with sufficient sureties in the sum of fifty pounds to keep and render the amounts and pay the duties by law required as \S 2 recognizances on file appears —

Abraham Adams of Springfield is licenced to be an innholder retailer and common victualler in the house he now dwells in the year ensuing who recognized according to law to keep good rule and order in his house and duly to observe the laws made for regulation of such houses and also recognized with sufficient sureties in the sum of fifty pounds to keep and render the amounts and pay the duties by law required as \S 2 recognizances on file appears —

Elijah Alvord of Hadley is licenced to be an innholder retailer and common victualler in the house he now dwells in the year ensuing who recognized according to law to keep good rule and order in his house and duly to observe the laws made for regulation of such houses and also recognized with sufficient sureties in the sum of fifty pounds to keep and render the amounts and pay the duties by law required as \S 2 recognizances on file appears —

John Clary of Sunderland is licenced to be a retailer of spirituous liquors out of his now dwelling house to be spent out of doors the year ensuing who recognized according to law to keep good rule and order in his house and duly to observe the directions of the law respecting persons licenced to sell out of door only and also recognized with sufficient sureties in the sum of fifty pounds to keep and render the amounts and pay the duties by law required as \S 2 recognizances on file appears —

Isaac Colton of Springfield is licenced to be an innholder retailer and common victualler in the house where he now dwells the year ensuing who recognized according to law to keep good rule and order in his house and duly to observe the laws made for regulation of such houses and also recognized with sufficient sureties in the sum of fifty pounds to keep and render the amounts and pay the duties by law required as \S 2 his said recognizances on file appears —

Benjamin Ely of Springfield is licenced to be an innholder retailer and common victualler in the house he now dwells in the year ensuing who recognized according to law to keep good rule and order in his house and duly to observe the laws made for regulation of such houses and also recognized with sufficient sureties in the sum of fifty pounds to keep and render the amounts and pay the duties by law required as \S 2 his said recognizances on file appears —

Elijah Dickinson of Hatfield is licenced to be a retailer of spirituous liquors out of his now dwelling house to be spent out doors the year ensuing. Obadiah Dickinson recognized as principal on behalf of \S 2 Elijah according to law that he \S 2 Elijah should duly observe the directions of the law respecting persons licenced to sell out of door only and also recognized for \S 2 Elijah as principal with sufficient sureties in the sum of fifty pounds that said Elijah should keep and render the amounts and pay the duties by law required as \S 2 his said recognizances on file appears —

Abner Dewey of Pontoosuck is licenced to be an innholder retailer and common victualler in the house he now dwells in the year ensuing who recognized according to law to keep good rule and order in his house and duly to observe the laws made for regulation of such houses and also recognized with sufficient sureties in the sum of fifty pounds to keep and render the amounts and pay the duties by law required as \S 2 his said recognizances on file appears —

Jonas Brewer of Number three is licenced to be an innholder retailer and common victualler in the house he now dwells in the year ensuing Who recognized according to law to keep good rule and order in his house and duly to observe the laws made for regulation of such houses and also recognized with sufficient sureties in the sum of fifty pounds to keep and render the accounts & pay the duties by law required as \S 2 recognizances on file appears -

Elisha Parks of westfield is licenced to be a retailer of spirituous liquors out of his now dwelling house to be spent out of doors the year ensuing Who recognized according to law to keep & observe the laws made with respect to persons licenced to sell out of door only and also recognized with sufficient sureties in the sum of fifty pounds to keep and render the accounts & pay the duties by law required as \S said recognizances on file appears -

Samuel Day of Springfield is licenced to be an innholder retailer & common victualler in the house he now dwells in the year ensuing who recognized according to law to keep good rule and order in his house & duly to observe the laws made for regulation of such houses and also recognized with sufficient sureties in the sum of fifty pounds to keep and render the accounts & pay the duties by law required as \S his said recognizances on file appears

Jonathan Wells of deerfield is licenced to be an innholder retailer & common victualler in the house he now dwells in the year ensuing Who recognized according to law to keep good rule and order in his house and duly to observe the laws made for regulation of such houses and also recognized with sufficient sureties in the sum of fifty pounds to keep and render the accounts & pay the duties by law required as \S 2 recognizances on file appears -

Ebenezer Rumroy of Hadley is licenced to be an innholder retailer & common victualler in the house where he now dwells the year ensuing who recognized according to law to keep good rule and order in his house and duly to observe the laws made for regulation of such houses and also recognized with sufficient sureties in the sum of fifty pounds to keep and render the accounts and pay the duties by law required as \S said recognizances on file appears -

Solomon King of N^o 4. is licenced to be an innholder retailer and common victualler in the house where he now dwells the year ensuing who recognized according to law to keep good rule and order in his house and duly to observe the laws made for regulation of such houses and also recognized with sufficient sureties in the sum of fifty pounds to keep and render the accounts and pay the duties by law required as \S said recognizances on file appears.

Simon Cotton of Springfield is licenced to be an innholder retailer & common victualler in the house he now dwells in the year ensuing who recognized according to law to keep good rule and order in his house and duly to observe the laws made for regulation of such houses and also recognized with sufficient sureties in the sum of fifty pounds to keep and render the accounts & pay the duties by law required as \S 2 recognizances on file appears -

Elijah Williams of Stockbridge is licenced to be a retailer of spirituous liquors out of his now dwelling house to be spent out of doors the year ensuing Who recognized according to law duly to observe the directions of the law respecting persons licenced to sell out of door only and also recognized with sufficient sureties in the sum of fifty pounds to keep and render the accounts and pay the duties by law required as \S 2 recognizances on file appears -

George Hodge of Northampton is licenced to be a retailer of strong liquors of his own manufacture only out of his now dwelling house to be spent out of doors for the year ensuing Elisha Pomeroy gent. recognized as principal on behalf of \S George according to law that he should duly observe the directions of the law respecting persons licenced to sell out of door only and also recognized on \S George's behalf as principal with sufficient sureties in the sum of fifty pounds that \S George should keep and render the accounts & pay the duties by law required as \S 2 recognizances on file appears.

Samuel Brown of Stockbridge is licenced to be an innholder retailer and
and common victualler in the house he now dwells in the year ensuing who
recognized according to law to keep good rule and order in his house & duty to
obey the laws made for regulation of such houses & also recognized with
sufficient sureties in the sum of fifty pounds to keep and render the amounts
and pay the duties by law required as \S 12 recognizances on file appears -

Nathan Trary of Deerfield is licenced to be an innholder retailer & common
victualler in the house where he now dwells the year ensuing who recognized
by Elisha Pomeroy gent who was admitted for him as principal with sureties
to keep good rule and order in his house & duty to obey the laws made for regu-
lation of such houses who also recognized for \S 12 Nathan as principal with
sufficient sureties in the sum of fifty pounds that \S 12 Nathan should keep & render
dues & pay the duties by law required as \S his 12 recognizances on file appears.

Josiah Dwight Esq. of Springfield is licenced to be a retailer of spirituous
liquors out of his now dwelling house to be spent out of doors the year ensuing who
recognized according to law to keep good rule & and duty to obey the laws made
with respect to persons licenced to sell out of door only and also recognized with
sufficient sureties in the sum of fifty pounds to keep and render the amounts
and pay the duties by law required as \S said recognizances on file appears.

Moses Noble of Westfield is licenced to be an innholder retailer & common
victualler in the house he now dwells in the year ensuing who recognized
according to law to keep good rule and order in his house and to duly obey
the laws made for regulation of such houses and also recognized with
sufficient sureties in the sum of fifty pounds to keep and render the amounts & pay
the duties by law required as \S his said recognizances on file appears -

Martin Phelps of Northampton is licenced to be a retailer of spirituous liquors
out of his now dwelling house to be spent out of doors the year ensuing who recog-
nized by Charles Phelps Esq who was admitted as principal with sureties for \S 12 Martin
that he should duly obey the laws respecting persons licenced to sell out of door
only and \S Charles also recognized as principal for \S 12 Martin with sufficient
sureties in the sum of fifty pounds that said Martin should keep & render the
amounts and pay the duties by law required as \S 12 recognizances on file appears.

Joseph Dwight Esq. of Sheffield is licenced to be a retailer of spirituous liquors
out of his now dwelling house to be spent out of doors the year ensuing who recognized
according to law to duly obey the directions of the law respecting persons -
licenced to sell out of door only and also recognized with sufficient sureties in
the sum of fifty pounds to keep and render the amounts and pay the duties
by law required as \S said recognizances on file appears -

The foregoing Judgments and ^{orders} were made & entered
up and then the said Court adjourned without
day -

Attest W. Williams Clerk.

106. Hampshire ss. Anno Regni Regis Georgii Secundi magnae -
Britanniae Franciae et Hiberniae tricagesimo tertio -

Novem:
inferior
Court
1759.

At his majesty's inferior court of common pleas begun and
held at Northampton within and for the county of Hamp-
shire on the second Tuesday of November being the 13th
day of said month anno Domini 1759.

Justices of said Court

Present

Israel Williams

Josiah Dwight

Tim: Dwight Junr.

Court

Esqrs

Jury for Trials -

Abner Lyman foreman

Benjamin Ely

William Clark

Josiah Parsons Junr.

John Mountague

Eleazer Cowles -

David Scott

Isaac Sacket

Enoch Holborn

Timothy Hopkins

El Nathan Bush

de Tal.

Downing
vs
Austin
Nathaniel Downing of Sheffield in the county of Hampshire physician
pltf vs Bailey Austin of Salisbury in the county of Wiltshire in N. Colony
of Connecticut bloomer def. in a plea of the case &c - this action was original-
ly commenced at the last may court but was then & has ever since been cont-
to this term and now the pltf being three times called was nonsuit and
the deft defaulted -

Storkwell
app^t vs
Prindal -
Stephen Storkwell of Sheffield Labourer appellant vs Samuel Prindal
of Newtown in the county of Fairfield in Connecticut yeoman app^{lee} from
a Judgment obtained by S. Samuel ag^t S. Stephen before John Ashley Esq^r
of Sheffield &c - This case was further continued by consent of the parties
to the next inferior court of common pleas to be holden at Northampton for
the county of Hampshire on the second Tuesday of February next -

Bell
vs
Searle
William Bell of Palmer in the county of Hampshire yeoman pltf vs Will^m
Searl of said Palmer yeoman def. in a plea of the case &c this action was
further continued by order of court the deft. being now out of this province
to the next ^{inferior} court of common pleas to be holden at Northampton for the
county of Hampshire on the second Tuesday of February next -

Griffin
vs
Sundem
Benjamin Griffin of Ware river precinct so called in the county of -
Hampshire husbandman pltf vs William Searl next above named def. in
a plea of the case &c this action was further continued by order of Court to
the next inferior court of common pleas to be holden at Northampton for
said county on the second Tuesday of February next the deft. being out of
the province & so not able to make his defence -

Hovey
vs
Dickinson
Error -
Hannah Hovey of Sunderland in the county of Hampsh^r widow a distract
ed person by Jonathan Russell of S^r Sunderland yeoman her guardian pltf.
vs Benoni Dickinson of Hatfield in S^r county yeoman Executor of the last -
will and testament of Azariah Dickinson late of S^r Hatfield yeoman dec^d
def. The pltf shews that she formerly obtained a Judgment before this court and
sued out a writ of Exec^u ag^t the estate &c of S^r Azariah in the hands of S^r Ever^t
which at his death was sufficient to pay all his debts that the Sheriff to whom
the same was committed had returned the S^r Ex^o endorsed that after search
he find none of S^r Goods of S^r Azariah in the hands of S^r Executor Which y^e
said Hannah suggests he has wasted the S^r Benoni was therefore warranted
to appear before this court to shew cause &c This action was further continued
by order of court to the next inferior court of common pleas to be held at Northampton
for S^r county on the second Tuesday of February next the deft. agreeing to pay the
interest of such a sum as may be finally recover^d on this suit from this term -

Henry Curtice of Coventry in the county of Windham in the colony of Connecticut in New England yeoman p^lff or Amos Loomis of Southampton in the county of Hampshire yeoman def^t in a plea or action wherein the p^lff. ^{Curtice or Loomis} claims and demands against the def^t as his the p^lff's right and inheritance one quarter or fourth part of a lot of Land with the appurtenances in Northampton in the county of Hampshire aforesaid called Curtice's pasture behind rocky hill bounded Southwesterly by the way called boggy meadow path northwest-erly by land which lately belonged to Joseph Wright of said Northampton def^t. easterly by Capt. James Lyman's land running to a point Southeasterly the whole lot being in quantity fifteen ares and an half and Seven rods also one eighth part of a certain piece of land with the appurtenances in Northampton aforesaid called the fiftieth original lot in the first and long division of commons in said town of Northampton originally laid out and recorded to Samuel Curtice formerly of Northampton def^t. the p^lff's father of which demanded premises the def^t hath within twenty years last past unjustly and without Judgment disseised the p^lff. and Whereupon the p^lff saith he was seised of^s demanded premises in his demean of as of fee and right within twenty years last past in the time of peace in the present Kings reign taking the profits thereof to the value of five pounds by the year of the devise of one Nathaniel Curtice now def^t. who on the eleventh day of August 1749 abt^s Northampton being seised of said demanded premises in his demesne as of fee by his last will and testament devised the said demanded premises to the plaintiff who the same in fee simple in common with others to whom he then and there devised the residue of said tract of land first above described and the residue of half the tract of land last described and after the death of the said Nathaniel the p^lff became seised of said demanded premises as aforesaid since which the def^t hath unjustly and without Judgment entered therein disseised the p^lff and unjustly holds out and deposes him the p^lff thereof to his the p^lff's Damage fifty pounds - This Action was originally commenced to have been heard and tried at the last inferior Court of Common pleas held at Springfield for the county of Hampshire on the last Tuesday of August last but by consent of the parties was continued to this court and Now the parties appear And the def^t defends and pleads that he is not guilty in manner and form as the p^lff in his declaration hath alledged and thereof puts himself on the country and the p^lff likewise. In this case the evidences being produced in court and read and the parties fully heard the case was committed to the Jury Mr. Abner Lyman foreman and fellows Who returned their verdict on oath that they find for the def^t. cost of court - Its therefore considered by the Court that the said Amos recover against the said Henry his reasonable Cost as p^l bill allowed at £1. 1. 0 - The p^lff by John Worthington Esq. his Attorney appeals from the Judgment of this court to the Superior court of Judicature to be holden at Springfield in and for the county of Hampshire on the fourth Tuesday of September next Who recognized with sureties according to law for the said Henry's prosecuting his appeal with effect there as p^l said recognizance on file appears -

Daniel Marsh of Hadley in the county of Hampshire yeoman p^lff or Moses Marsh of the same Hadley Gent. one of the deputy Sheriffs under Oliver Partridge Esq. Sheriff of the said county def^t in a plea or action in which the p^lff demands against the def^t certain lands as described in his Writ or - This action was further continued by consent of the parties to the next inferior court of common pleas to be holden at Northampton for the county of Hampsh^t on the second Tuesday of February next, neither party to have cost at this term -

Daniel Marsh abovenamed p^lff or John Lyman of^s Hadley Gent. def^t in a plea wherein the p^lff demands against the def^t a certain piece of Land as described in his writ or - This action was further continued by consent of the parties to the next inferior court of Common pleas to be holden at Northampton for said County on the second Tuesday of February next and neither of parties to be allowed Cost at this Court -

67-
Harris
or
Leonard } Daniel Harris of Springfield in the County of Hampshire yeoman Clerk of a
Troop or company of horse in the Southern regiment of militia in said County (in said
Capacity) Plff vs Joseph Leonard Junr of said Springfield yeoman deft in a plea
that the said Leonard be This action was by order of Court further continued to the
inferior Court of common pleas to be holden at Northampton in and for the
County of Hampshire on the second tues of February next the deft being out of
this province and therefore not able now to make his defence -

Cadwell
appel.
or
Dewey } Dan Cadwell appellant vs Israel Dewey appelle &c this case by agreement of
the parties was continued to the next inferior court of common pleas to be holden
at Northampton in and for the County of Hampshire on the second Tuesday of
February next -

Chapin
or
Morgan } Benjamin Chapin of Springfield in the County of Hampshire yeoman plff.
vs Ruben Morgan of said Springfield yeoman deft in a plea of Debt &c
This action by agreement of the parties is continued to the next inferior court
of common pleas to be holden at Northampton in and for the County of
Hampshire on the second Tuesday of February next -

Phelps
or
Phelps } Daniel Phelps of Sheffield in the County of Hampshire yeoman Who sues
for Josiah Phelps of said Sheffield alias province land west of said Sheffield
yeoman Jonathan Dixley of said Sheffield yeoman and Elisabeth his wife
and Hannah Goodman of said Sheffield single woman and Spinster &
Stephen Goodman of Westfield in said County yeoman and James Good-
man of said Sheffield yeoman as well as for himself plff vs Zephaniah
Phelps of said Sheffield yeoman deft in a plea that the deft render to them
forty three pounds ten shillings lawful money which to them he owes and
from them unjustly detains and whereon said Daniel says that he said
Daniel at said Sheffield and the said Josiah Zephaniah Jonathan and
Elisabeth his wife [in her right] Hannah Stephen and James there on y.
first of may last ever since have been and still are seized together of -
one certain tract of land in said Sheffield called a division lot on the
west side the river there number 27 containing one hundred and thirty
anes which was laid out to Josiah Phelps late of said Sheffield yeoman
deceased father of said Daniel Josiah Zephaniah and Elisabeth and grand-
father of said Hannah Stephen & James which land they then held and
ever since have held and still hold in common and undivided in the
following proportion viz the said Daniel holds two sixth parts thereof &
the said Josiah and Zephaniah hold each one sixth part thereof and the
said Jonathan and Elisabeth in her right hold one sixth part thereof &
the said and the said Hannah Stephen and James together hold one sixth
part thereof in common and undivided and in a certain proportion among
themselves unknown to the plff. and said Daniel further says they being
so seized the said Zephaniah of his own head and imagination without
leave from said Daniel and the other proprietors thereof as aforesaid and
without giving to said Daniel and the other proprietors thereof aforesaid any
Notice thereof in writing did on the first day of June last and at diverse
days and times between said first day of June and this day enter upon -
the Lot of land aforesaid and did then and there cut fall down and carry -
away fifteen trees till then standing and growing on said land the property
of the aforesaid proprietors of said land and each of the value of six shill.
and each of the dimension of one foot and more contrary to one act or law
of this province in the first year of our reign in that case made & provided
whereby by virtue of said act the said Zephaniah hath forfeited to the said
Daniel Josiah Jonathan and Elisabeth Hannah Stephen and James for
each and every of said trees wunt and carried away as aforesaid the sum
of forty shillings besides treble the value of each of said trees amounting in -
the whole to the sum of forty three pounds ten shillings to be divided between
them in the following proportion viz one moiety thereof to the said Daniel
(Who sues for the same and the other moiety thereof to the other persons last
before mentioned proprietors with him in the premises yet this requested the
deflt hath not paid the same nor any part thereof but neglects it to the
Damage

Damage of the said Daniel suing as aforesaid the sum of fifty pounds. This action was originally commenced to be heard by at the last inferior Court. When and where the parties appeared and entered into a rule of Court to refer the case and all demands as there on the record of said Court appears - The referees to whom this case was referred now make report that after a full hearing of the parties they the referees finding no issue of action award that the said Daniel pay Cost of Court - It is therefore considered by the Court that the said Lephaniah recover against the said Daniel his reasonable Costs as per bill allowed at two pounds Six Shillings and Six pence -

Daniel Phelps of Sheffield abovenamed who sues as well for Lephaniah Phelps of said Sheffield yeoman and Jonathan Ripley & Elisabeth his wife Hannah Goodman Stephen Goodman and James Goodman abovenamed as for himself *Plff vs Josiah Phelps* also abovenamed def^t in a plea that the s^d Josiah render to the said Daniel Lephaniah Jonathan and Elisabeth Hannah Stephen and James the sum of fifty eight pounds which to them he owes and from the unjustly detains and whereon the said Daniel says that the said Daniel the said Josiah Lephaniah Jonathan and Elisabeth his wife in her right Hannah Stephen and James on the first of May last were ever since have been and still are seized of one certain tract of land in s^d Sheffield called a division lot on the west side the river there number 27. containing one hundred and thirty acres which was laid out to Josiah Phelps late of s^d Sheffield dec^d father of said Daniel Josiah and Lephaniah and Elisabeth and Grand father of said Hannah Stephen and James which land they then held ever since have held now hold in common and undivided in the following proportion viz the s^d Daniel holds two sixths parts thereof the said Josiah and Lephaniah each one sixth part thereof and the said Jonathan and Elisabeth in her right hold one sixth part thereof and the said Hannah Stephen and James together hold one sixth part thereof in common and undivided and in a certain proportion among themselves to the plaintiff unknown and said Daniel further says that they being so seized of the premises the said Josiah at said Sheffield on the first of June last and at diverse days and times between said first day of June and the twentieth day of July warrant of his own head and imagination without leave from s^d Daniel and the other proprietors thereof as aforesaid and without giving s^d Daniel and the other proprietors notice thereof in writing did enter into the land and premises aforesaid and did then and there cut down and carry away twenty trees then growing and standing on said land the property of the aforesaid proprietors of said lot each being of the dimension of one foot and more in Diameter and each of the value of eight Shillings contrary to an act or law of this our province in the first year of our reign in that case made provided whereby by virtue of said act the said Josiah hath forfeited to the s^d Daniel Lephaniah Jonathan and Elisabeth Hannah Stephen and James for each & every of said trees cut and carried away away as aforesaid the sum of forty Shillings besides treble the value of said trees amounting in the whole to the sum of fifty eight pounds - to be divided between them in the following proportion viz to the said Daniel who prosecutes and sues for the same one moiety thereof and the other moiety thereof to the other persons last abovenamed proprietors with him in the premises yet said Josiah tho' often requested hath not paid the same nor any part thereof but neglects to do it to the damage of the said Daniel suing as aforesaid Seventy pounds - This action was originally commenced to be heard and tried at the last inferior Court of Common Pleas &c when and where the parties appeared and entered into a rule of Court to refer the case and all controversies as by the records of said Court last mentioned may more fully appear - and now the referees to whom the same were committed report that in this case the said Daniel pay cost of Court and touching the Controversy between s^d Daniel & s^d Josiah as s^d Josiah is administrator on the Estate of Josiah Phelps late of s^d Sheffield dec^d their father they report that having had a full hearing they determine there is nothing due to the s^d Daniel from s^d deceased's Estate nor from s^d Josiah as he is Adm^r on s^d same and that the Charge of the referees amounting to two pounds 5/3 be paid by said Josiah Administrator - It is therefore considered by s^d Court that if said Josiah recover ag^t said Daniel Cost of Court taxed at two pounds 6/8 and that s^d Daniel recover ag^t said Josiah Adm^r as afores^d Cost of s^d referees which is two pounds 5/3

Kellogg } Samuel Kellogg Jun^r of Westfield in the county of Hampshire yeoman plff-
 vs Ithamer Hubbel of Sheffield in the same county gent. deft. in a plea of-
 the case as if the Writ on file is fully set forth this case was entered at the
 last term and the parties entered into a rule of court to refer but Now the
 plff being three times called was nonquit and the deft defaulted —

Morgan } Reuben Morgan of Springfield in the county of Hampshire yeoman plff-
 vs Benjamin Chapin of the same place yeoman deft in a plea of the case
 in this case by Consent of the parties is further continued to the next
 inferior court of Common pleas to be holden at Northampton in and
 for the county of Hampsh^r on the Second Tuesday of February Next

Smith } Phineas Smith of Springfield in the county of Hampshire yeoman plff
 vs Elijah Rogers of the same place yeoman deft in a plea of the case &
 the referees to whom this case was referred at the last court now made
 their report which the court did not accept and its ordered by the Court
 that the case be recommitted to the referees for their further consideration
 under the same rule & they to report anew to y^e next Court and the action
 further continued in the mean time —

Richardson } Thomas Richardson who lives on a place called country land in no town
 vs Matthew Van Guilder who lives on land called country land west of Shef-
 field in s^d County yeoman deft in a plea of the Case & This case was fur-
 ther continued by order of Court no Report being now made under the same
 rule to the next inferior court of Common pleas to be holden at Northampton
 in and for s^d county on the Second Tuesday of February next the referees to make
 report accordingly —

Dewey } Thomas Dewey of Westfield in the county of Hampshire yeoman plff vs
 Israel Dewey of Sheffield in said county yeoman deft in a plea of the case
 for that the deft at said Westfield on the eighteenth of March 1780 by his note
 of that date for value rec^d promised the plff to pay him thirteen pounds 13/4
 on demand with lawful interest till paid yet tho' often requested hath not
 fulfilled his said promise but unjustly neglected it to the plff's damage —
 sixteen pounds — The deft in this case tho' three times solemnly called to come
 into court came not but made default — Its therefore considered by the
 Court that the said Thomas recover against the said Israel five pounds
 five Shillings and nine pence three farthings lawful money damages and
 cost of Court taxed at two pounds two Shillings and three pence like money
 After all which the deft by his atty Joseph Hawley Esq^r came into Court
 and appealed from the Judgment of this Court to the next Superior Court
 of Judicature to be holden at Springfield in and for the County aforesaid
 on the fourth Tuesday of September next Who recognized with Justices as
 the law directs for said Israel's prosecuting his appeal with Effect there as
 by said recognizance on file appears —

Pease } Ephraim Pease of Enfield in the County of Hampshire yeoman plff vs Asa Blodget
 vs late of Salisbury in the county of Litchfield in the colony of Connecticut yeoman
 deft in a plea that the deft render to the plff twelve pounds fourteen Shillings
 lawful money which to the plff he owes and from him unjustly detains and
 whereon the plff saith that at an adjourned county court holden at Hartford
 in and for the county of Hartford in the Colony of Connecticut on the fourth
 Tuesday of January in the thirty second year of the present King's reign he
 by the name of Ephraim Pease of Enfield in our county of Hartford, by the
 Judgment of the same court recovered against said Asa by the name of Asa
 Blodget of Salisbury in the county of Litchfield the sum of ten pounds 14/4
 lawful money for his debt and two pounds like money for his costs & charges by
 him about his suit in that behalf expended whereof the said Asa is unwit
 as by the record thereof in our said inferior court first mentioned to be produced
 is manifest and appears which Judgment yet remains in its full force not
 satisfied nor reversed and altho the said Ephraim at said Hartford on nineteenth
 Day

Day of of april last sued a Writ of Execution on the Judgment aforesaid yet the same is long since duly returned unsatisfied whereby action has accrued to said Ephraim to demand and have of said assa the said Sum of twelve pounds 14/- in form aforesaid recovered yet said assa tho' often thereto requested hath never paid the same nor any part thereof but unjustly neglects to do it to the damage of the said Ephraim fifteen pounds - The parties in this case appear and the deft comes and reserving liberty to utter his plea at the next Court and to plead anew says he never promised in manner and form as the plff has alledged & thereof prays Judgment & the plff says the deft plea is an insufficient answer to his declaration & and thereof prays Judgment - and the deft says his plea is sufficient - Its therefore Considered by the Court that the said Pease recover against the said Blodget twelve pounds fourteen Shillings lawful money Debt and Cost of Court last at two pounds four Shillings & six pence. The deft. by Joseph Hawley Esq: his Attorney appeals from the Judgment of this court to the next superior court of Judicature to be holden at Springfield in and for the county of Hampshire on the fourth tuesday of September next Who recognized with sureties as the law directs for the appellants prosecuting his appeal with effect there as s^d Recognizance on file appears -

Benezer Backus of Norwich in the county of New London in the colony of Conneticut Esq: Plff vs Sabez Warren the younger late of Brimfield in the county of Hampshire now of a place called west Hoosuck in s^d county yeoman deft in a plea of s^d Warren Case upon an account as if the Writ appears at large - The deft being three times called made default of appearance in court - Its therefore considered by the Court that the s^d Benezer recover against the said Sabez nineteen pounds 3/- lawful money damages and cost of Court last at three pounds -

Execn is d^d 11th dec^r 1759.

James Fitch of Salisbury in the county of Litchfield in the colony of Conneticut yeoman plff vs Abraham Miller of Sheffield in the County of Hampshire yeoman deft. in a plea of the Case as if the writ &c - this Action is continued by order of Court for the Courts further advisement to the next inferior court of Common Pleas to be holden at Northampton in and for said County of Hampshire on s^d second tuesday of February next - at which Court now is to be allowed &c -

Nathan Collins of Brimfield in the county of Hampshire Jun^r Exholder plff vs John Cheney of western in the county of Worcester yeoman deft in a plea of the Case for that the deft. at said Brimfield on the first of august last owed the Plff two pounds two Shillings & one penny farthing to balance accounts for a yoke of Oxen according to the account to the writ annexed & then & there promised the plff. to pay him the same on demand and also for that the deft on the ninth of July last at s^d Brimfield bought and received of the plff another certain yoke of Oxen of the value & at the price of twenty one pounds lawful money and then & there at s^d Brimfield in consideration said Oxen so bot and rec^d. faithfully promised the plff to pay him said Sum of twenty one pounds on demand of which said Sum of twenty one pounds the deft. then & there paid the plff eighteen pounds seventeen Shillings and ten pence three farthings & no more & the deft tho' often requested hath never paid the plff the s^d Sum of two pounds two Shillings & one penny farthing first mentioned nor the remainder due for s^d Oxen last mentioned being two pounds 2/- 1/- but neglects to pay the whole due as afores^d to the plff damage five pounds - The parties in this case appear - & the deft. defends and pleads that he never promised the plff in manner & form as he in his decⁿ has alledged & thereof &c - And s^d Plff. reserving liberty to waive his demⁿ & join issue with s^d deft. on the plea afores^d on the trial on the appeal says the deft^s plea &c is an insufficient answer &c and of s^d same prays Judgment & the deft says [consenting] that his plea is sufficient - Its therefore considered by the court that s^d deft recover ag^t s^d Plff cost last at £ - The Plff by his Att^y Mr Cornelius Jones appeals from the Judgment of this court to the superior court of Judicature to be held at Springfield for the county of Hampshire on the fourth tuesday of Sept^r next Who recognized with sureties as the law directs for the appellants prosecuting his appeal with effect there as s^d Recognizance on file appears -

The foregoing Judgments and orders were made & entered up and then the s^d Court adjourned without day At W^m Williams Clerk -

109.

Hampshire Anno Regni Regis Georgii Secundi magnae Britanniae
Franciae et Hiberniae tricesimo tertio

November
Court of
Sessions
1759.

At his majesty's court of General Sessions of the peace begun and
held at Northampton in and for the county of Hampshire on
the second tuesday of November being the thirteenth day of said
Month anno Domini 1759.

Justices of said Court
present

Timothy Dwight

Seth Field

Joseph Hawley

Samuel Mather

Isabaz Ward

Josiah Chauncey

Eldad Taylor

Charles Phelps.

Grand Jury attend^d 4 days -

Grand Jury

Daniel White foreⁿ

Sapheth Chapin

John Burt 2^d x

Jonathan Strong j^r

Aaron Wright

Nathaniel Kellogg

Samuel Gaylord

Thomas Nash

David Weller

Isaac King - absent

Joseph Barnard det^l

John Clary

Benoni Wright absent

Edward Bond det^l

Jonathan Nash - absent

Jury for Trials

Abner Lyman foreⁿ

William Clark

Josiah Parsons Jun^r

John Mountague

Eleazer Cowles

David Scott

Isaac Sacket

Enoch Holcom

Moses Billing

Unathan Bulsh } Kerly

Ephraim Wright } Day

Isaac Parsons } Wms

Abner Barnard } Wms

Tim Wright } Wms

Ebenezer Bartlett

Strong or Proprietors of New Marl. Thomas Strong of the New Plantation called No 2 otherwise New Marlborough in the county of Hampshire Clerk Complainant vs The proprietors of the same place depts shewing they are in arrear in the payment of his salary vs this complaint was further continued by order of Court under the order made at the last session of this Court with this addition thereto viz that the proprietors of 2^d place "by Isabaz Ward Esq their attorney" now present vs to the next court of general sessions to be held at Northampton on the second tuesday of february next -

Gr. Rep or Kerly The Grand Jurors for our Sovereign Lord the King for the body of the county of Hampshire do on their oaths present Abraham Kerly of Hatfield in said County yeoman for that said Abraham at said Hatfield on the tenth day of october in the 30th year of the reign of the said Lord the King did with force and arms take feloniously steal and carry away one bushel of indian corn in the ear of the value of two shillings one hundred weight of hay of the value of one shilling and four pence and two rompsions of the value of two pence all the goods and chattels of John Billings of Hatfield yeoman contrary to law the peace of the said Lord the King his crown and dignity which presentment was made at the session of this Court on the second tuesday of february last and signed Luke Hildichock 2^d foreman - but has been continued by order of Court to this time and now the 1st Kerly being brought before the Court heard his present^t & being required to plead thereto pleaded not guilty to the same and put him self on the country for a trial - A Jury being sworn to try the issue after a full hearing upon their oaths say the depts is guilty that is to say, of having feloniously stolen & carried away of the goods of John Billings to the amount of one shilling and three pence in value - Ordered by this Court that the 1st Kerly be amerced to the King for his use viz in the sum of ten shillings law ful money, and that he pay 1st Billings treble the value of the goods so stolen as aforesaid being three shillings and nine pence and pay Cost of prosecution last at fourpounds 7/6 & stand committed to

Gr. Rep or Corley On the Presentment of the Grand Jury against Moses Cooley of Springfield in the County of Hampshire gent. for absenting himself from the public worship of God there as set forth in the same found at the session of this Court on the third tuesday of may last The Atty for our Lord the King now comes into Court and says he will no further prosecute

The Grand Jurors of our Sovereign Lord the King for the body of this county do on their oaths present Caleb Day of said Springfield yeoman and Medad a negro man now servant for life to Uisha Noble of Sheffield in said County gentlemen for that said Caleb and said Medad at said Springfield on the Sixth day of August anno Domini 1758 did with force and arms feloniously steal take and carry away thirty six ounces of Silver of the value of twelve pounds and three hundred and fifty copper half pence of the value of twenty four Shillings all the Goods and Chattels of Benjamin Leonard the younger of said Springfield yeoman contrary to law the peace of the said Lord King his crown and dignity - which presentment was made at the last Session of this Court and signed Daniel White foreman - And now the defendants being brought before this Court heard their presentment and being required to plead to the same severally pleaded not guilty thereto and put themselves on the Country for a trial - A Jury being sworn to try the Issue after a full hearing upon their oaths say the said Day is not guilty but that the said Medad is guilty of the presentment in part viz of having feloniously stolen twelve pounds lawful money the goods & Chattels of the said Leonard - It hereupon considered and ordered by the Court that the said Day be no further held but that he be dismissed without Day - and that the said Medad for his said Offense be whipped twenty stripes on his naked back to be well laid on and that he pay the said Leonard thirty six pounds lawful money being treble the value of the Goods so Stolen as aforesaid and Costs of prosecution taxed at sixteen pounds five Shillings & one penny & stand committed to - the said Medad not being able to pay said treble damages further ordered by the Court that the said Leonard shall be and hereby is empowered to make Sale of 12 Negro for the term of ten years to any of his majesty's liege people - mittimus immediately made -

Samuel Mighhel of South Hadley in the County of Hampshire master of arts humbly shews that he is by the wise providence of God brought to poverty and want that through his age and infirmity and great Weakness of body he is unable to perform any manual business or employment whereby to procure his Support that although he is able at some times to teach a small school yet of late people have refused to employ him in that business so that he having no means overstate to support himself and not able to find employment in any business which he is able to perform stands in absolute need of relief and Support from the town whereof he is now an inhabitant and he begs leave to inform your Honors that he is an inhabitant of the district of South Hadley aforesaid and the proper charge of the same and that he has repeatedly applied to present Select men of said South Hadley who are overseers of the poor in said district praying they would provide necessary relief for him but said Select men have hitherto refused to provide for said Mighhel any support or relief so that your Complainant must have suffered extremely were it not for the Charity humanity and benevolence of private persons wherefore the said Mighhel humbly prays the advice of this honorable Court here in the premises that your worships would consider the helpless and needy circumstances of your Complainant and make such order for his relief and Support as to law & Justice belongs and he the said Mighhel as in duty bound in this complaint was now read and thereupon ordered that the Select men of South District who are overseers of the poor of the same be forthwith notified to appear here and shew cause if any they have that they should not relieve and Support the said Mighhel as by law they are required to provide for the relief and Support of the poor there - Who were notified accordingly and afterwards the said Select men came into Court the same term and by John Worthington Esq. their Att^y they now plead & say that the said Mighhel is not an inhabitant of South District nor they by law chargeable with his Support & thereof pray Judgment - The parties being fully heard on the foregoing Plea - It is determined by the Court that the said Mighhel is an inhabitant of the District of South Hadley aforesaid and the proper charge of the same And Ordered that the Select men and overseers of the poor thereof immediately make effectual provision for the relief and Support of said Mighhel & so from time to time as he shall need the same in manner as the law directs - so long as he shall continue an inhabitant there -

110.
S. Res. Williams
The Grand Jurors of our Sovereign Lord the King for the body of the county of Hampshire on their oaths present John Williams of Sheffield in said county yeoman for that the said John at said Sheffield on the third Day of November current did with force and arms feloniously steal take and carry away two Deer Skins of the value of thirty three Shillings the goods and Chattels of Lambert Burghardt Junr of said Sheffield contrary to the Law of this province in such Cases provided the peace of the said Lord the King his Crown and Signity - which presentment was now made and signed Daniel White foreman - The deft being now br^t before the Court heard the foregoing presentment and being required to plead thereto moved that the Court would indulge him Council - which being allowed him he then pleaded not guilty to the presentment and put himself on the country for trial - A Jury being sworn to try the issue after a full hearing upon their oaths say the ^r John is guilty - It is considered by the Court that the said John be amerced to the King for his use in the sum of four pounds lawful money for said offence and that he pay said Lambert treble the value of said Skins so stolen as aforesaid being four pounds nineteen Shillings, one third whereof viz the sum of thirty three Shillings being already paid him by the return of the ^r Skins to ^r Lambert to be discounted with the said John and pay Cost & be retained committed in - The deft appeals from the Judgment of this Court to the next superior Court of Judicature Court of Assize and General Goal Delivery to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next and recognizes in the sum of twenty pounds with sureties in the sum of ten pounds each to prosecute his appeal with effect there as if his said recognizance on file appears - The said John also recognized as principal in the sum of four pounds nineteen Shillings to the said Lambert with sureties in the sum of 22.9.6. each - Conditioned that he would prosecute his appeal at said superior Court in with effect and abide and perform the order of said Court in the premises and not depart in as if ^r recognizance on file appears -

S. Res. Pelham
The Grand Jurors for our sovereign Lord the King for the body of this County do on their oaths now present the inhabitants of the town of Pelham in said County for defect of a due reparation and amendment of certain Ways there in - ordered that the inhabitants of said town of Pelham be summoned to appear before this Court at the next Session thereof to be held to answer to ^r presentment and the same is continued in the mean time

Idem
Wright
The same Grand Jurors do also now on their oaths Present Noah Wright Junr yeoman Samuel Parsons yeoman Elijah Lyman yeoman Herndon Porneroy yeoman Oliver Lyman yeoman Jonathan Allen yeoman and Hezekiah Russell yeoman all of Northampton in ^r County and Caleb Lyman of Hadley in ^r County yeoman for meeting together and for drinking tippling and otherwise misordering themselves at the house of Eber^r Porneroy of ^r Hadley then a common tavern & Inn in orderd that a ^r appear issue against the several persons first abovenamed that they may be had at ^r next Court to answer to said presentment in -

Idem
Willum
The same Grand Jurors do also on their oaths now present Withersel Willum of Sunderland for absenting himself from the public worship there in orderd a ^r appear issue against ^r Withersel that he may be had before the next Court to answer in -

Cowan Comp^t
Pelham
Ephraim Cowan of Pelham in the County of Hampshire Yeoman now Complains and shews that the Sheriff and Jury sometime in the year 1754 laid out a road thro' his Land there which was afterwards established by the Court of General Sessions of the peace whereby a considerable quantity of his said Land was taken up greatly to his Damage for which however they made him no allowance praying the town of Pelham might be required to make him reasonable Satisfaction for his said Land in - Ordered that the town of Pelham be notified to appear at the next Court to shew cause if any they have wherefore the said town should not pay and satisfy the ^r Cowan for his Land aforesaid in -

Sarah Chamberlain of Roadtown in the County of Hampshire single woman shews that on the ninth of November 1757. she was delivered of a male bastard child begotten on her body by Elijah Privoty of s^d Roadtown yeoman which child is now in full life standing in need of subsistence and that said Elijah ever has and still doth refuse to contribute & assist her s^d mother in maintaining s^d child praying he may be ordered to pay a reasonable proportion of the past charge and be obliged to assist to support and maintain said child for the future - ordered that the said Complaint be continued to the next Court for the Court further consideration & advice m^t thereon

The Petition of Ebenezer Hindisdale Esq. praying that the road at the North end of Sugar Loaf in Deerfield might be ordered to be discontinued and only the road at the south end of the same Sugar Loaf kept open was now read and ordered by the Court that the same be dismissed

Licence is granted by this Court to David Wait of Hatfield yeoman to keep a ferry at the place called Wait's ferry in said Hatfield at the upper end of the street there the fare to be the same as formerly - Who recognized in ten pounds for the faithful performance of said trust as s^d recognizance on file

Thomas French of Deerfield is licenced to keep a ferry at French's ferry so called in deerfield the fare to be the same as heretofore - Charles Phelps Esq. appeared and recognized in the sum of ten pounds lawful money in behalf of s^d French that he should faithfully perform the said trust of ferryman - as s^d recognizance on file

Noah Smith and John Stricklen are licenced to keep the ferry at the upper end of Hadley at the usual ferry place there - the fare for a Man and Horse during the term they have formerly ^{paid} two pence ~~two~~ two thirds of a penny now to be three pence one third of a penny lawful money the rest of as usual for man and horse - for a single person one penny one third of a penny the year through - Who severally recognized in ten pounds faithfully to perform their trust as by s^d recognizances on file

John Moreley of Westfield gent is licenced to sell tea coffee and China ware for one year next ensuing - Israel Dewey came into court and recognized as principal with sureties on the behalf of s^d John as the Law directs for his said John's well and truly paying the duties by law set on the said Commodities as s^d his said recognizance on file appears

George Lynch of Springfield Gent. is licenced to sell tea coffee and China ware the year ensuing - M^r Daniel Jones recognized as principal with sureties as the law directs for said George's paying the duties by law set on the same Commodities as s^d recognizance on file appears

Joseph Smith of Hatfield yeoman who stood bound by recognizance taken before this court at the last Session thereof to make his personal appearance here to answer to such things as might be objected against him on his majesty's behalf was now discharged from the same by proclamation by order of Court

Ordered that deacon Aaron Lyman of Goldspring be and hereby he is impowred & directed to provide materials sufficient for completing the repairs of swift river bridge in the road called the bay road and that he complete the same repairs and present his acct for payment

Ordered that eighteen pounds lawful money be allowed and paid out of the county treasury of this county to Col^l Josiah Dwight of Springfield Who is one of the Committee appointed to make the repairs in s^d Court house and County house in Springfield for what he has already expended in that service for which is to stand accountable to this Court

III. Col^d Partridge Esq. of Hatfield Sheriff of the County of Hamp-
 shire and as Sheriff presented an amount to this Court for services
 he had done for the County the year past amounting in the whole
 to eleven pounds and eight pence praying the Court allowance
 an order for payment there - and the same amount is now allow^d.
 And its ordered by the Court that the County Treasurer for the
 county be directed to pay the same out of said County Treasury
 in full discharge thereof -

Winthrop Esq. one of the Clerks of the Superior Court be
 presented an amount to this Court for writs of venire facias he
 issued for Jury men for the several terms from Sept. 1784 to Sept.
 1788 inclusive amounting to one pound eleven shillings - which
 the Court allow - And its ordered that the County Treasurer for
 this County be directed to pay the same out of said County Treasury
 to said Winthrop in full discharge thereof -

Deacon Aaron Lyman of Goldspring presented an amount to this
 Court of the repairs which he and sundry others therein named
 had to the bridge across swift river in the bay road - amounting
 to two pounds thirteen shillings and four pence which is allow^d.
 And ordered by the Court that the County Treasurer for the
 County of Hampshire be directed to pay the said sum of
 two pounds 13/4 due to several persons therein named as is in
 the same specified to the said Lyman out of the said County
 treasury in full discharge thereof -

Miguel Curmant wa Warrant under the hands of the Select men of
 Hadley bearing date the eighth of October last on the 15th of
 same month Mr Samuel Miguel on the 17th Ebenezer Camp on
 the 24th Thamer Amydown and his wife and Francis Green's
 wife were all warned to depart and leave said District of
 Hadley by David Nash Constable as Warrant and return
 on file appears -

County Tax & Rate - Ordered by this Court that the sum of two hundred and twenty pounds,
 twelve shillings and four pence three farthings lawful money be raised
 and levied upon the several Towns districts and rateable places in said
 County for defraying the usual necessary charges arising and happen-
 ing in the same already due or that may hereafter be due and ordered
 to be paid and that the same should be apportioned on the several
 Towns districts and rateable places in the said County according to their
 several proportion of the province tax the present year and that the
 Clerk of this Court should issue his warrants to the Select men or a person
 of the same places requiring them to assess and cause to be levied and
 collected on the inhabitants of their respective Towns or places such their
 proportion of said County tax in manner as the law directs and to
 be paid in - The several Towns & proportion of tax is as follow-
 viz

Springfield is	£42.15.3.2	Southampton	£3.10.10.3	New Marl ^{bo}	£3.5.11
Northampton	24.7.6	South Hadley	7.10.3.3	Ware River	2.3.10.3
Hatfield	13.3.3.2	Palmer	5.0.4.1	N ^o 1. in line	
Westfield	17.4.2.2	Pelham	4.12.3	of Towns	2.3.10.3
Deerfield	0.16.4.2	Granville	3.1.7	Hockbridge	4.7.10.1
Sheffield	10.19.0.2	Goldspring	3.1.7	Roadtown	1.10.7
Northfield	4.11.10.2	Greenwich	3.8.10	Greenfield	3.19.2.1
Hadley	14.14.2.3	Blanford	1.10.9.2		
Sunderland	4.7.1.1	New Salem	2.3.10.3		
Montague	3.3.0.3				
Brimfield	14.19.3				
					£220.12.4.3

Warrants were made to a person of
 the several foregoing places Nov^r 24th
 1789 accordingly

The foregoing Judgments and orders
 were made and entered up and then
 the said Court adjourned without Day.

Att^y W^m Williams Clerk

Hampshire. Anno Regni Regis Georgii Secundi magnae -
Britanniae Franciae et Hiberniae tricesimo tertio.

At his majestys inferior court of common pleas begun & held at Northampton within and for the county of Hampshire on the Second Tuesday of February being the 12th Day of said month anno Domini 1760 -

Inferior Court
Feb^y Term
1760.

Present

Joseph Dwight
Israel Williams
Josiah Dwight
Tim^o Dwight Jun^r

Justices of said Court.

Jury for Trials

Col^o Seth Pomeroy foreman
Luke Hitchcock 2^d

Josiah Cooley
Orlando Bridgman

Ebenezer Clark Jun^r

John Eastman

George Phelps

Ashbel Dewey

Nathan Trary

Joseph Field

Moses Field

de Tal^e

David Field.

Joseph Root

Abner Barnard

Elthamar Strong

Israel Dewey

the four last named

were on

Smith & Holmes Case

Jury.

Bridgman Trary and Joseph Field put off in 2^d case.

Stephen Stockwell of Sheffield in the county of Hampshire Labourer Appellant vs Samuel Prindle of Newtown in the county of Fairfield in the Colony of Connecticut yeoman appellee from a Judgment given against the said Stockwell at Sheffield aforesaid by John Ashley Esq^r one of his majesty's Justices of the peace for S^d County of Hampshire where the said Prindle was pl^{tf} and said Stockwell defend^t in a plea of the case for the recovery of forty shillings being the value of Iron the def^t had by his Note for Valueres^t at S^d Sheffield on the 21 of october 1751. promised the pl^{tf} to deliver him at the iron works in Salisbury & Which he had failed to do & to which plea the def^t pleaded before 2^d Justice that he owed Nothing - after a full hearing of the case it was considered that the 2^d Samuel should recover against said Stephen forty shillings damages and cost - from which Judgment the 2^d Stephen appealed to the last may Court when and where he originally entered this appeal and the case by order of Court was then continued and so from Term to Term to this & now the appellant being three times called was nonsuit. Upon which the appellee comes and prays affirmation of the former Judgment with additional Costs - Its therefore Considered by the Court that the 2^d Samuel recover against the said Stephen two pounds lawful money Damages and Cost of Courts taxed at £5.16.5 - Ex^o ii. 19 Feb^y 7. 1760.

William Bell of Palmer in the county of Hampshire yeoman Pl^{tf} vs William Searl of the same place yeoman def^t in a plea of the case for the recovery of ten pounds with interest due by the def^t 5 several Notes bearing date November 11th 1750 and also for recovery of the balance of the pl^{tf}'s account all which is at Large set forth in the Writ on file. This action was originally commenced at the inferior court of common pleas held at Springfield for the County of Hampshire on the last Tuesday of August last. And was then continued & so from the last to this Term And now the def^t being three times called to come into court came not but made default - Its therefore Considered by the Court that the said Bell shall recover against the said Searl Eleven pounds thirteen shillings and ten pence one farthing lawful money damages and Cost of Court taxed at £2.7.

Benjamin Griffin of Ware River prebuit so called, in the County of Hampshire Husbandman pl^{tf} vs William Searl of Palmer in said County yeoman def^t in a plea of the Case demanding six pounds 2/6 & interest due by the def^t note of May 10th 1750 as p^o the Writ on file is fully set forth This -

Griffin
vs
Seale } This action was originally commenced to be heard and tried at the inferior Court of Common pleas held at Springfield in and for the County of Hampshire on the last Tuesday of August last and was then continued to the next Court and so from that Court to this and now the deft. tho' three times solemnly called to come into court came not but made default - It is therefore considered by the court that the said Benjamin recover against the said William seven pounds fifteen shillings and seven pence lawful money damages and cost of Court to wit two pounds ten shillings & four pence two farthings -

Hovey
vs
Dickinson
Exor^r } Hannah Hovey of Sunderland in the County of Hampsh^r widow a distracted person Who sues by Jonathan Russel of said Sunderland yeoman pl^t vs Benoni Dickinson of Hatfield in said county yeoman Executor of the last will and testament of Azariah Dickinson late of said Hatfield yeoman deceased Def^t The pl^t in her writ shews that by the consideration of this Court at a former term she recovered a Judgment for the sum mentioned in 1st Writ against 1st Executor which tho' she has sued out a Writ of Ex^{co} ag^t the Estate of 1st Azariah in the hands of said Ex^{co} she cannot obtain for that she says the 1st Executor has made waste of all the goods and Estate of 1st Azariah & It was therefore made known to the said Executor that he should be before this Court at their Session on the last Tuesday of August last to shew cause if any he had why Execution for 1st sum should not be awarded against him & all which is at large set forth in the pl^t's Writ on file - This action was originally commenced at the last August Court but was by order of Court continued to the then next Court and so from that to this Court and the pl^t being now three times called was Non suit by Def^t default -

Marsh
vs
Marsh } Daniel Marsh of Hadley in the county of Hampshire yeoman pl^t vs Moses Marsh of the same place gent. and a Deputy Sheriff under Oliver Partridge Esq. Sheriff of said County def^t in a plea wherein the pl^t demands against the def^t about four acres of Land with the appurtenances in Hadley aforesaid being a piece of Land lying in that part of said Hadley called the great meadow and in that part of 1st meadow called honey-pot bounded easterly by a way southerly by land in the possession of Peter Montague deceased, Widow westerly by the great river and northerly by Nathaniel Kellogg's land also one other piece of Land with the appurtenances in Hadley aforesaid being in quantity about three quarters of an Acre lying in the great meadow aforesaid bounded easterly by the land of John Montague southerly by a way westerly by Aaron Cook's land and northerly on a division of land called the north division both which pieces of land the pl^t demands as his right and inheritance and into which the def^t hath no entry but by Eleazer Porter Esq. deceased who demise the same to him the def^t who unjustly and without Judgment disseized the pl^t thereof within thirty years now last past And whereupon the pl^t says that he was seised of the Lands and premises abovedemanded with the appurtenances in his demesne as of fee and right in time of peace in the present King's reign within thirty years now last past taking the profit thereof to the value of six pounds a year and held the said demanded lands until the said Eleazer disseized him the pl^t thereof as aforesaid Who - (as the pl^t says) unjustly and without Judgment entered therein disseized him the pl^t thereof and demise said premises to the def^t within thirty years now last past ever since which demise the def^t hath held out the pl^t and deprived him of said demanded premises and still unjustly holds him out of the same and thereof he brings this suit which dep^rment is to the pl^t's damage two hundred pounds This action was originally commenced at the inferior Court of Common pleas held at Springfield on the last of August last then to be heard & but by order of Court was then continued to the next term that the def^t might vouch in the heirs of Eleazer Porter Esq. afores. under Whom he holds & by agreement of the parties was continued from the last Court to this - And

And now Eleazer Porter Esq. for himself Samuel Hopkins and Sarah his wife in her right Ebenezer Williams and Jerusha his wife in her right Elisha Marsh Porter and Mary Porter minors by Sarah Porter widow and Eleazer Porter Esq. their Guardians all heirs of Eleazer Porter Esq. dec'd. their ancestor Tenants by his warranty of the Lands demanded come into court and defend and plead say that Eleazer dec'd. never disseized the p^ltf of the premises demanded as the p^ltf in his declaration supposes and thereof put themselves on the Country upon which issue was joined and the parties being fully heard the case was committed to the Jury Col^d Seth Pomeroy being foreman and fellows Who returned their Verdict on oath that they find for the defendants cost of Court - At there fore Considered by the Court that the def^t recover against the p^ltf Cost of Court text at 2

The p^ltf by his attorney Joseph Hawley Esq. appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and recognized with Sureties as the Law directs for the appellant's prosecuting his appeal to effect there as by his said Recognizance on file appears

Daniel Marsh of Hadley in the County of Hampshire yeoman p^ltf vs John Lyman of said Hadley gent. def^t in a plea wherein the p^ltf demands against the def^t as his the p^ltf's right and inheritance a certain piece of arable Lands with the appurtenances lying and being in Hadley aforesaid in that part thereof called Houanum bounded northerly by the great river & southerly by the Great River and easterly and westerly by his the def^t's own Lands being two rods and ten Links of a quarter's chain wide at the north end and one rod and twenty Links of a like chain wide at the South end and being in quantity about two acres and fifteen rods into which the def^t hath not only Entry but by one Ebenezer Marsh jun^r of said Hadley to whom Eleazer Porter of said Hadley Esq. deceased demised the same Who unjustly and without Judgment disseized the p^ltf thereof within thirty years now last past And whereupon the p^ltf says that within thirty years now last past in time of peace in the present King's Reign he was seized of the above-demanded premises with the Appurtenances in his demean as of fee taking the profits thereof to the value of twenty shillings lawful money by the year since which the said Eleazer in his Life unjustly and without Judgment disseized the p^ltf of the demanded premises and demised them to said Ebenezer Marsh Who demised the same to the def^t. Who unjustly deforseth and holds out the p^ltf and for the recovery thereof the p^ltf brings this suit which is to the damage of the said Daniel thirty pounds - This Action was originally commenced at the inferior Court of common pleas held at Springfield for the County of Hampshire on the last Tuesday of August last then to be heard and tried but by Consent of the parties was then continued to the last Court and by their consent then again continued to this Court and now Eleazer Porter Esq. for himself Samuel Hopkins and Sarah his wife in her right Ebenezer Williams and Jerusha his wife in her right & Mary Porter and Elisha Porter minors by Sarah Porter Widow and Eleazer Porter Esq. aforesaid their Guardians all heirs of Eleazer Porter Esq. dec'd. their ancestor come into court and take on themselves the defence of this Suit for one acre of the Land demanded bounding easterly on other Land of said John Lyman westerly on the other part of the Lot sued for and north and South on Connecticut-river saving a high way across the same and as tenants thereof by the warranty of the said Eleazer their ancestor now defend and plead and say that the said Eleazer dec'd. never disseized the p^ltf of the said one acre part of the said demanded premises as aforesaid and thereof put themselves on the Country - And John Lyman of Hadley tenant of the residue viz the westerly part of the Land demanded of the def^t. named in the p^ltf's Suit comes and for the same defends and for plea says that the said Eleazer never disseized the p^ltf of the same and thereof - And the p^ltf by his Attorney comes and says that for the residue mentioned in the plea of the said John Lyman he will no further prosecute against him the said John - Issue being joined upon the def^t's first plea and the Parties being fully heard thereon the Case was committed to the Jury Col^d Seth.

113.
Marsh
or
Lyman } Seth Pomeroy foreman and fellows who returned their Verdict upon
oath that they find for the defendants Cost of Court - Its therefore
considered by the Court that the defendants recover against the plff.
Cost of Court last at £ The plff by Joseph Hawley Esq
this: attorney appeals from the Judgment of this Court to the next
Superior Court of Judicature to be holden at Springfield within &
for the County of Hampshire on the fourth Tuesday of September
next and recognized with Sureties as the Law directs to prosecute
his appeal with Effect there as by his 2^d recogn^{on} on file appears -

Harris
or
Leonard } Daniel Harris of Springfield in the County of Hampshire yeoman and
Clerk of a Troop or Company of Horse in the Southern Regiment of militia
in the County of Hampsh^r aforesaid plff vs Joseph Leonard Jun^r of s^d
Springfield yeoman deft in a plea that he render to the said Daniel in
said Capacity sixteen pounds lawful money to be disposed of as herein
after mentioned and whereon said Daniel says that by one Law of this
province made and passed in the beginning of march last "intituled
an act for the speedy levying of Soldiers for an intended Expedition ag^t
Canada" it is among others enacted that on the fifth day of April then
next at ten of the clock in the forenoon there should be a muster of all
the companies of Horse and foot of the militia of this province and
that the Captain or chief officer of each of said Companies should imme-
diately give Notice thereof by a Sergeant or Corporal of his troop or Com-
pany to each person belonging to the same from the age of sixteen to
sixty and not by the Law of this province exempt from military Exer-
cises And the said Daniel further says that immediately after the
publication of said act and Notice thereof arriving in this county viz
on the 28th of march last at said Springfield John Horton of said
Springfield gent. and Captain of said Troop of Horse gave notice in man-
ner as by Law is directed of the said muster ordered by said Law as -
aforesaid to each and every person belonging to the said troop from the
age of sixteen to sixty and not by law exempt from military Exercises
and then and there further ordered and gave notice to each of said
persons belonging to said troop that said Muster should be at the
House of Benjamin Day Esq. in said Springfield and required them
to attend there accordingly and said Daniel says said Joseph was
then and still is a private Soldier belonging to the said Troop be-
tween the age of sixteen and sixty not exempt from but liable and
obliged to attend and perform military exercises and that said -
Joseph Leonard was on said 28th day of march by said John
Horton in manner as said Law directs notified of said muster
and the place appointed for the same and was directed to attend
at the said time and place as aforesaid - That there was agreeable to s^d
orders a general muster of the said troop at the time and place afores^d
appointed therefor And that said Joseph disregarding his duty as a
Soldier in contempt of the said law and in disobedience to the order of
his Captain as aforesaid willfully and obstinately absented himself
from the muster aforesaid and never appeared at or attended & same
whereby by Virtue of that same Law he hath forfeited sixteen pounds
to be sued for and recovered (with Cost of suit) by the Clerk of said troop
or Company one third of said penalty to be for the use of said Clerk &
the other two thirds to be by him paid into the hands of the treasurer of
said Town of Springfield to be employed for hiring men into his ma-
jesty's service as there shall be occasion and drawn out from thence for
that purpose by the Captain or chief officer of said troop or Company
for recovery of which Sum of sixteen pounds for the uses aforesaid with
Costs the said Daniel brings this Suit the nonpayment whereof is
to the damage of s^d Daniel in said Capacity sixteen pounds -
This Action was originally commenced to be heard and tried at the
inferior Court or held at Springfield on the last Tuesday of August
last but was then continued by order of Court to the then next Court
and

And from the last Court to this - And now the parties appear, and the deft. defend, and for plea says he owes the plff. nothing in manner and form as in his declaration he alledge, and of this puts him self on the country - and the plff. likewise - In this case the evidence being produced in Court and read and the parties fully heard the case was committed to the Jury (Mr. Seth Pomeroy foreman and fellows) who returned their Verdict upon oath that they find for the deft. out of Court - Its therefore considered by the Court that the said Joseph recover against the said Daniel, in said capacity, his reasonable costs taxed at three pounds one Shilling and ten pence lawful money -

Dan Cadwell of Westfield in the county of Hampshire Labourer Appellant or Israel Dewey of Sheffield in the same county yeoman appellee from a judgment of Joseph Dwight Esq one of his majesty's Justices of the peace for said county at a trial before him on the 28th day of May last at said Sheffield when and where the said Israel was plff and the said Dan was deft. in a plea of the case for that the deft. at said Sheffield on the last of March last owed the plff. nine shillings according to his acit to the original Writ annexed (a copy whereof is on file) and promised to pay the same to the plff. on demand yet tho requested thereto hath not paid the same nor any part thereof but neglects it to the damage of the s^r. Israel ten shillings - At which trial aforesaid Judgment was rendered that the plff. have and recover of the deft. Nine shillings - Damages and Cost taxed at £s. 2. 4. - from which Judgment the s^r. Dan appealed to the inferior court of Common pleas holden at Springfield on the last Tuesday of August, and then and there appeared by his atty and entered his appeal But the case was then continued to the next Court and from that Court to this. And now the Appellant and appellee both appear and upon the original deft. plea that he owes the plff. nothing in manner or put themselves on the country for a trial - In this case the evidence being produced in Court and read the Parties fully heard & all things touching the case being fully discussed It was committed to the Jury Mr. Seth Pomeroy foreman and fellows who returned their Verdict on oath that they find for the appellant reversion of former Judgment and Cost of Court - Its therefore considered by the Court that the former Judgment be reversed and that the said Dan recover agt the said Israel his Costs taxed at £6. 17. 0. -

Benjamin Chapin of Springfield yeoman plff vs Reuben Morgan of the same place yeoman deft. in a plea of Debt & as p the Writ - The plff being now three times called was Nonsuit and the deft. defaulted -

Reuben Morgan next above named plff vs Benjamin Chapin above named deft in a plea of the case as p the writ on file - this action and that next above was entered originally at the last August Court but has been continued from term to term to this Court and now the plff. being three times solemnly called to come into Court was nonsuit and the deft. defaulted.

Phineas Smith of Springfield yeoman Plff. vs Elijah Rogers of y^e. Same place yeoman deft. in a plea of the case &c - this action was commenced at the last August Court and then referred as p the record of the same Court appears and has been continued under that reference to this Court & now the plff. being three times called was nonsuit and the deft. defaulted.

Thomas Richardson who lives on a place called country Land in no town west of Sheffield in the County of Hampshire yeoman plff. vs Matthew Van Gilder who lives on the same country Land yeoman deft in a plea of the case &c This Action was originally commenced at the last August Court and then referred as p the record thereof appears - And now the referees to Whom the case was referred report that having heard and considered the case they adjudge & determine the said Tho^s shall pay the s^r. Matthew as Cost the sum of £2. 9. 6. - Its therefore considered by the Court that the s^r. Matthew recover agt the said Tho^s his Costs allowed at £2. 9. 6.

114. James Fitch of Salisbury in the County of Litchfield and Colony of
Fitch Connecticut yeoman p^lff vs Abraham Miller of Sheffield in the County
Miller of Hampshire yeoman def^t. in a plea of the Case as by the p^lff's Writ -
bearing date the 15th of September last on file appears at Large - this case was
first commenced at the last Court but by order of Court was continued
to this Court - and now the def^t tho' three times solemnly called to
come into Court came not but made Default - It's therefore considered
by the Court that the said James recover against the said Abraham
£2. 7. 5. 3. law^d Money Damages & Cost of Court last at £2. 13. 3 -
Exon is 19th Feby 1760 -

Bull. Moses Bull of Sheffield in the County of Hampshire physician p^lff.
vs Samuel Lee of said Sheffield Inn. holder & yeoman def^t. in a plea
Lee of the Case for that the def^t at s^d Sheffield on the last of december last
owed the p^lff Six pounds Sixteen shillings and two pence for sundrys
according to the account to the original Writ on file annexed & then &
there promised the p^lff to pay him the same on demand yet tho' often
requested hath not paid the same but neglects it to the p^lff's damage
ten pounds - The parties appear - And the def^t reserving liberty to alter
this plea on the trial on the appeal defends and pleads that the amount
annexed to the writ of Attachment is not his act and deed & thereof &
and the p^lff says the def^t's plea is an insufficient answer to his Decla-
ration & & thereof prays Judgment &c - And the def^t says his plea is
sufficient - It's therefore considered by the Court that the said Moses
recover against the said Samuel Six pounds Sixteen shillings and two
pence law^dful money damages And wit of Court last at £2. 12. 3 -
The def^t by Joseph Hawley Esq his attorney appeals from the judgment
of this Court to the Superior Court of Judicature &c to be holden at
Springfield within and for the County of Hampshire on the fourth
Tuesday of September next Who recognized with Sureties as the Law
directs for the appellants prosecuting his appeal with effect there as
s^d said recognizance on file appears

Strong Waitstill Strong of S^t Hampton in the County of Hampshire yeoman
p^lff vs Nathaniel Phelps of Northampton in said County yeoman def^t.
Phelps In a plea of Debt as by the Writ is fully set forth - The parties in this
case appear and enter into a rule of Court to refer the Case and mutually
chose Ebenezer Hunt Gent. and Gad Symon yeoman and the Court appoint-
ed Samuel Mather Esq Who are to hear the Parties consider the Case and
make report to the next Court whose determination or any two of them is
to be final and the Action is continued in the mean time

Belknap Joseph Belknap of Brimfield husbandman p^lff vs Humphry Cram
Cram of said Brimfield yeoman def^t. in a plea of the Case &c In this Case
the p^lff being three times solemnly called to come into Court was -
Nonsuit and the def^t defaulted,

Talbot Esq Samuel Talbot of Hartford in the County of Hartford and Colony of
Church Connecticut Esq p^lff vs Nathaniel Church late of Hartford aforesaid now
of Hadley in the County of Hampshire Junior yeoman def^t. in a plea of
the Case as by the p^lff's writ on file bearing on file bearing date the 10th
of Jan^y last is fully set forth - the def^t tho' three times solemnly called
to come into Court came not but made default - It's therefore considered
by the Court that the said Samuel recover against the said Nathaniel
Eight pounds eighteen shillings law^dful money Dam^s & Cost last at £2. 2. 8.

Harris Abner Harris of Woodstock in the County of Worcester yeoman p^lff vs
Wakefield Thomas Wakefield late of Ashford in the Colony of Connecticut now of Shep-
field in the County of Hampsh^r. yeoman def^t. in a plea of the Case for that
the def^t at said Sheffield on the last of September last owed the p^lff Six
pounds 12/6 law^d Money for sundry articles of amount according to the acc^t
to the p^lff's writ on file annexed and then & there promised him to pay
him the same on demand -
Yet.

yet tho' often requested the debt hath not paid it but neglects to do it to the Damage of the plff. the Sum of eight pounds - The parties appeared. Harris appeal now pleads and says he never sealed the amount be & thereof be to the plff. consenting says the debt plea aforesaid is an insufficient answer to his Declaration be & the debt says it is sufficient - It's therefore considered by the Court that the said Abner recover against the said Thomas six pounds twelve shillings and six pence lawful money dam^s and Cost of Court taxt at £2.12.3. The debt by M^r. Cornelius Jones his Attorney appealed from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next who recognized with Sureties as the Law directs for his prosecuting this appeal with Effect there as by said recognizance on file appears

Wakefield.

Joseph Smith of Hatfield in the County of Hampshire yeoman plff. vs Joseph Holmes lately of said Hatfield yeoman debt in a plea of the Case for that the debt on the thirtieth day of June last at said Hatfield, falsely and maliciously declared and reported that the plff. was seen in Elisha Trary's lot there between Betty Graves's legs - and also for that the debt on the 9th day of July last at Northampton in said County entered and preferred his complaint in writing with his the debt's name under written to M^r. Justice Malther of Northampton therein falsely and maliciously without any probable cause charging the plff. with having committed the crime of Fornication with one Elizabeth Graves of Hatfield single woman and other abominable Lasciviousness at said Hatfield on the twenty fourth day of May last. All which is more largely set forth in the plff's writ on file bearing date the twenty fifth day of January last and is to his Damage as he says the Sum of one hundred pounds - The parties in this case appeared - And the debt comes & defends and offered sundry pleas in abatement of the plff's writ which were overruled by the Court as insufficient to abate the same - Saving which the debt pleads and says that he is not guilty in manner and form as the plff. in his declaration has alledged and of this puts himself on the Country - In this case the Evidence was produced in Court & heard the parties being fully heard also and all things touching the case fully discussed It was committed to the Jury M^r. Seth Pomeroy foreman and fellows Who returned their Verdict on oath that they find for y^e plff. the Sum of eighty pounds damages and cost of Court -

Smith
Holmes.

It's therefore considered by the Court that the said Smith recover ag^t the said Holmes the Sum of eighty pounds lawful money damages & Cost of Court taxt at £5.17.6. - The debt appeals from the Judgment of this Court to the next Superior Court of Judicature to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next and recognized with Sureties as the Law directs to prosecute his appeal with Effect there as by his 2^d recognizance on file appears -

Daniel Fowler of Westfield in the County of Hampshire yeoman plff. vs David Bagg of the same place yeoman debt in a plea of the Case as by y^e Writ on file bearing date the third of January last is fully set forth - The debt tho' three times solemnly called to come into Court came not but made default - It's therefore considered by the Court that the said Daniel recover against the said David £3.15.4. lawful money damages & Cost taxt at £1.15.3.

Fowler
Bagg

Abraham Burbanks of Suffield in the County of Hampshire Gent. plff. vs Jonathan Loomis of Springfield in the same County yeoman debt in a plea of the Case for that the debt at 2^d Springfield on the eighth of May last by his Note of that date for value received promised the plff. to pay him seven- teen pounds and six pence lawful money on demand with use - yet the debt tho' requested hath not paid the same but neglects it to the plff's damage twenty pounds -

Burbanks
Loomis.

The

Burbanks } The Parties appeared - and the deft by Mr. Cornelius Jones his attorney dep^o
 Loomis } and reserving to himself liberty to alter his plea on the trial of the appeal
 pleads that he is no trespasser as the pl^{ff} hath alledged & therefor -
 And the pl^{ff} by his Attorney consenting says the deft plea above pleaded &
 matters therein contained is an insufficient answer to his Declaration
 praying Judgment thereof & Judgment for his Damages and cost - And
 the deft says his plea is sufficient - The Court having considered the same
 adjudge it not sufficient & It is therefore Considered by the Court
 that the said Abraham recover against the said Jonathan the sum of
 £7. 10. 0. lawful money damages and cost of Court taxed at £1. 10. 0 -
 The deft by his Attorney Mr. Cornelius Jones appeals from the judg-
 ment of this Court to the next superior Court of Judicature to be holden at
 Springfield within and for the county of Hampshire on the fourth-
 Tuesday of September next and recognized with Sureties as the Law
 directs for prosecuting his appeal with effect there as by his said
 Recognizance on file appears -

Nivins } Robert Nivins of Hartford in the County of Hartford in the Colony of Con-
 Hunt } necticut yeoman pl^{ff} or Ephraim Hunt of Greenwich in the County of Hamp-
 shire yeoman deft. in a plea of the Case for that the deft at Greenwich on
 the sixth of November 1750 by his note of that date for Value rec^d promised
 one James Nivins of Greenwich to pay him or order six pounds law-
 money within one year with interest therefor Who afterwards there viz on
 the first of December last by his Indorsement thereon by him subscribed
 ordered the payment of the Contents thereof to the said Robert for value
 by said James then & there rec^d of all which the deft then instantly had
 notice & so became liable to pay the same to the said Robert & then and
 there promised him to pay him the same on demand yet tho often
 requested hath not done it but neglects it to the pl^{ff} Damage nine
 pounds - The deft. tho three times solemnly called to come into Court came
 not but made default - It is therefore considered by the Court that the
 said Robert recover against the said Ephraim six pounds nine shillings
 lawful money damages & cost of Court taxed at £2. 7. 5. After all which
 the deft. by Joseph Hawley liq his attorney came into Court and appealed
 from the Judgment of this Court to the superior Court of Judicature to be
 holden at Springfield within and for the County of Hampshire on the fourth
 Tuesday of September next Who recognized with Sureties as the Law directs
 for the appellants prosecuting his appeal with effect there as by his
 Recognizance on file appears -

Keyes } Charles Keyes of Sheffield in the County of Hampshire husbandman pl^{ff}
 Sheldon } or Benjamin Sheldon of the same Place Labourer deft in a plea of the Case
 as by the original Writ on file bearing date the 26th day of November last
 may at large appear - The deft in this Case tho three times solemnly -
 called to come into Court came not but made default - It is therefore con-
 sidered by the Court that the said Charles recover against the said
 Benjamin four pounds, seventeen shillings and six pence lawful -
 money Damages and cost of Court taxed at £2. 12. 3.

Gillet } Noadiah Gillet of Westfield in the County of Hampshire yeoman pl^{ff} or
 Simons } Timothy Simons of the same place yeoman deft in a plea of of the Case as
 by the Writ on file bearing date the 22^d of January last is fully set forth
 The deft in this Case tho three times solemnly called to come into Court came
 not but made default - It is therefore considered by the Court that the said
 Noadiah recover ag^t the d^o Tim^s the sum of six pounds one shilling and
 four pence lawful money damages and cost of Court taxed at £1. 15. 3 -

Taylor } Amos Taylor of Springfield yeoman pl^{ff} or Aaron Taylor of the same place
 Taylor } yeoman deft in a plea of the Case &c - By the consent of the parties this Case
 is continued to the inferior Court of Common Pleas to be holden at Springf^d
 in and for the County of Hampsh^{ire} on the third Tuesday of May next - Neither of
 the parties to have cost at this term -

Thomas Torrey and Benj^d Torrey of the City and County of Albany in the
province of New York merchants plffs vs Joseph Munsel of Westfield in the
county of Hampshire yeoman deft in a plea of the Case for that the deft at
a place called Albany viz in said Westfield on the 22^d day of October last by
his Note of that date for value received promised them to pay them or order
three months after the date of said Note meaning at the end of three months
from the 1st Date fifty two pounds fourteen shillings and nine pence lawful
mony of New York with interest for the same till paid yet the deft tho'
often requested hath not paid the same but neglects to do it to their
Damage sixty pounds - The parties appeared and the defend^t defends
and reserving liberty to alter his plea on the trial of the appeal now
pleads and says that he never assautted the plffs and thereof puts
himself on the Country - And the plffs by John Worthington Esq their
Attorney consenting say the deft's plea is an insufficient Answer to
their Declaration and that by Law they are not bounden to make an-
swer thereto & and pray Judgment accordingly - And the deft says his
plea is sufficient - The Court having heard and considered the deft's plea
say it is insufficient & Its therefore considered by the Court that the
said Tho^s and Benjamin recover against the said Joseph forty -
pounds five shillings and seven pence lawful mony damages and
Cost of Court taxed at £3.0.4.2 - The deft by his Attorney M^r Cornelius
Jones appeals from the Judgment of this Court to the next Superior
Court of Judicature to be holden at Springfield within and for the
County of Hampshire on the fourth Tuesday of September next Who
recognized with Sureties as the Law directs for the appellants propos-
ing his appeal with effect as p^r recognizance on file appears.

Benjamin Woolcot of Springfield in the county of Hampshire yeoman plff
vs Samuel Brooks of said Springfield yeoman deft in a plea of the Case
for that the deft there on the first of May last by his two several Notes
of that date for value received promised the plff to pay him or order in each
of 2^d Notes thirty shillings mony with use & also by his other Note of the
same date promised him to pay him 10/6 with use yet Has never done
it tho requested all which is more largely set forth in the writ on file
And which neglect of payment is to the plff's damage eight pounds -
The parties appear - And the deft comes and defends and pleads that he
never assautted the plff and reserving liberty to alter his plea at the trial
on the appeal, thereof puts himself on the Country - And the plff consent-
ing says the deft's plea is an insufficient answer to his declaration and of
the same prays Judgment & as more largely appears by the plea on file -
And the deft says his plea is sufficient - The Court having considered the
same determine it is insufficient & Its hereupon considered by the
Court that the said Benjamin recover against the said Samuel the
Sum of £4.2.9.2 lawful money Damages and Cost of Court taxed at
one pound sixteen shillings and nine pence - The deft by his Attorney
M^r Cornelius Jones appeals from the Judgment of this Court to the next
Superior Court of Judicature to be holden at Springfield within and for
the County of Hampshire on the fourth Tuesday of September next Who
recognized with Sureties as the Law directs for the appellants propos-
ing his appeal with effect as p^r said recognizance on file appears.

Aaron Sheldon of Sheffield in the County of Hampshire gent. plff vs
Samuel Breck of 2^d Sheffield Physician deft in a plea of the Case for that
the deft there on the second of July last by his note for value rec^d promised
the plff to pay him ten pounds by the first of October then next yet tho'
requested has not done it but neglects it to the plff's Damage ten pounds.
The deft in this case tho' three times solemnly called to come into Court
came not but made Default - Its therefore considered by the Court that
the said Aaron recover against the said Samuel the Sum of ten pounds
lawful money Damages and Cost of Court taxed at £2.12. -

After -

Sheldon } After all which the debt by Joseph Hawley by his attorney came into
or Breck. } Court and appealed from the Judgment of this Court to the Superior
County of Hampshire on the fourth Tuesday of September next Who-
recognized with Sureties as the Law directs for the Appellant's pro-
secuting his appeal with effect there as \S 2 Recognizance on file appears -

Dunham's } Jonathan Pettit of Thaxton in Litchfield County in the Colony of Con-
Adm^r } necticut yeoman and Administrator on the Estate of Jon^s Dunham
or Powel. } late of Sheffield in the County of Hampshire trader dec^d. Plt^f or Felix
Powel of said Sheffield yeoman debt. in a plea of the Case for that the s^d
Felix at said Sheffield on the twelfth of November 1757 by his note of
that date for value rec^d promised the said Dunham in his life time to
pay him Seventeen pounds four Shillings before the twentieth day of
November next ensuing the date of s^d Note with lawful interest till
paid yet the said Felix tho' often requested never paid the same to the
said Dunham while he lived nor hath he paid it To said Pettit in
said Capacity tho' by him requested since the said Dunham's Death
but neglected it to the Damage of s^d Pettit in s^d Capacity twenty five
pounds - The parties appear - And the debt by Joseph Hawley by
his attorney comes and defends and offered a plea in abatement of
the plt^f' writ on file endorsed thereon Which the Court upon conside-
ration thereof had determine is not sufficient and say the Plt^f' Writ
shall not abate - Saving which the defend^t further pleads that he has
paid part of the money demanded which he is ready to verify And
of this prays Judgment herein reserving liberty to alter his plea
at the trial on the Appeal - And the plt^f agreeing thereto says
the debt^r plea is insufficient in Law to hold him to answer thereto
and thereof prays Judgment & as \S the reply on file at large appears
And the debt says his plea is sufficient - The Court having fully
understood & considered the same say it is not sufficient & -
It is therefore considered by the Court that the said Pettit in said
Capacity recover against the said Felix the Sum of $\$$
lawful money damages and Cost of Court taxed at - $\$$
The debt by his said attorney appeals from the Judgment of this Court
to the Superior Court of Judicature to be holden at Springfield within
and for the County of Hampshire on the fourth Tuesday of September
next and recognized with Sureties as the Law directs to prosecute
his appeal with effect there as \S 2 Recognizance on file appears -

Dickinson } Nathaniel Dickinson of Amherst in the County of Hampshire yeo-
or Church } man plt^f or Malachi Church late of Hadley in s^d County husbandman
debt. in a plea of the Case for recovery of three pounds 12/8 with Interest
due by the debt^r note & as \S the writ on file is fully set forth - The debt.
in this Case tho' three times solemnly called to come into Court came
not but made default - It is therefore considered by the Court that
the said Nathaniel recover against the s^d Malachi $\$$ 3. 10. 7. 2 lawful
money Damages and Cost of Court taxed at $\$$ 1. 9. 9.

Worner } Jonathan Worner of Hadley in the County of Hampshire trader plt^f or
or Gould } Joseph Gould of Sunderland in the same County husbandman debt.
in a plea of the Case as \S the Writ on file bearing date the 18th of Jan^y
last appears - The debt. tho' three times solemnly called to come into Court
came not but made Default - It is therefore considered by the Court
that the said Jonathan recover against the said Joseph three pounds
two Shillings and four pence half penny lawful money Damages
and Cost of Court taxed at $\$$ 1. 9. 3.

Phelps } Charles Phelps of Hadley in the County of Hampshire by plt^f or Ebenezer
Bardwell } Bardwell of Hatfield in said County Gent. debt. in a plea of the Case
for -

for that the deft on the 18th of August 1753 by his note for value rec^d promis^d the plff to pay him four pounds four Shillings and Six pence on demand with ure yet tho' often requested has not performed his promise but neglects it to the plff's Damage Seven pounds. The parties appear- & the deft defends, reserving Liberty to make a new plea on the Trial on the appeal now plead, that he never was guilty of the Trespass alledged and thereof puts himself on the Country - And the plff consenting says the deft's plea aforesaid and matters therein contained is an insufficient Answer to his Declaration and that by Law he is not held to make answer thereto which he is ready to verify and thereof pray Judgment &c And the deft says his plea is sufficient - Which the Court having fully understood and considered judge & determine is an insufficient plea &c - It's therefore considered by the Court that the said Charles recover against the said Ebenezer five pounds one Shilling lawful money Damages and Cost of Court taxed at £1. 10. - The deft by Mr Cornelius Jones his attorney appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next Who recognized with Sureties as the Law directs for the Appellant's prosecuting his appeal with Effect there as if his said Recognizance on file appears -

Phelps Esq
Bridwell

Moses Graves of Hatfield in the County of Hampshire gent plff or John Taylor late of Deerfield in the same County husbandman deft. in a plea of the Case &c. This Case by Consent of the parties is continued to the next inferior Court of Common Pleas to be holden at Springfield in and for the County of Hampshire on the third Tuesday of May next -

Graves
Taylor

Moses Graves of Hatfield in the County of Hampshire Gent^l plff or Andrew Luckes of a Plantation called Colrain in s^e County woman deft. in a plea of the Case as if the Writ on file bearing date the twenty second day of January last is at Large set forth - The deft. tho' three times solemnly called to come into Court came not but made Default - It's therefore considered by the Court that the said Moses recover against the said Andrew two pounds thirteen Shillings and nine pence lawful money Damages, and Cost of Court taxed at £1. 13. 1. 2 -

Same
Luckes.

Moses Graves of Hatfield in the County of Hampshire gent. plff or Fedidiah Emmons of Greenwich in the same County husbandman deft. - in a plea of the Case for Recovery of three pounds Seven Shillings and eight pence with the interest thereof due by the deft's note all which is at Large set forth in the plff's writ on file bearing date the twenty third of January last - The deft tho' three times solemnly called to come into Court came not but made Default - It's therefore considered by the Court that the said Moses recover against the said Fedidiah the Sum of three pounds two Shillings and eight pence half penny lawful money Damages & Cost of Court taxed at one pound 13/- - After all which the deft by his Attorney Joseph Hawley Esq comes into Court and appeals from the Judgment of this Court to the next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next Who recognized with Sureties as the Law directs for the Appellant's prosecuting his appeal with effect there as by his said Recognizance on file appears -

Same
Emmons

Moses Graves of Hatfield in the County of Hampshire gent. plff or Thomas Emmons of Greenwich in the same County husbandman deft. in a plea of the Case for that s^d Tho' at s^d Hatfield on the 12th of April 1755 by his note for value rec^d promis^d s^d Moses to pay him five pounds on demand with Interest till paid yet tho' requested hath not performed s^d promise but neglects it to his Damage Seven pounds - The deft tho' three times solemnly called to come into Court came not but made default - It's -

Same
Emmons

Graves
or
Emmons

It's therefore Considered by the Court that the said Moses recover against the said Thomas Six pounds nine Shillings lawful money Damages and Cost of Court taxed at one pound thirteen Shillings - After all which the deft by Joseph Hawley Esq. his attorney came into Court and appealed from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next Who recognized with Sureties as the law directs for the appellant's prosecuting his appeal with effect there as \S his Recognizance on file appears -

Worner
or
Hinds

Jonathan Worner of Hadley in the County of Hampshire trader p^lff. vs Olive Hinds of Greenwich in s^d County Spinster widow and Relict of Israel Hinds late of said Greenwich dec^d Deft in a plea of the Case for that the deft abt^d Hadley on the last of December 1758 being indebted to the p^lff two pounds ten Shillings and nine pence half penny for sundry articles of merchandize according to his ac^t to the writ annexed promised him to pay him the same on Demand yet this often requested she has not done but neglects it to his Damage three pounds - The deft tho three times solemnly called to come into Court came not but made default - It's therefore Considered by the Court that the p^lff shall recover against the deft the sum of $\$2..10..9.$ 2 lawful money Damages and Cost of Court taxed at $\$1..12..3.$ - After all which the deft by her Attorney Charles Phelps Esq. came into Court and appealed from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and recognized with Sureties as the Law directs to prosecute her appeal with effect there as \S said Recognizance on file appears -

Dunham
Adm^r
or
Powel

Jonathan Pettit of Sharon in the County of Litchfield & Colony of Connecticut yeoman And administrator on the Estate of Jonathan Dunham late of Sheffield in the County of Hampshire trader deceased p^lff. vs Felix Powel of s^d Sheffield yeoman deft in a plea of the Case for recovery of a sum due by the deft note given to the said Dunham in his life time all which is more largely set forth in the p^lff's writ on file bearing Date the 30th of November last - The deft tho three times solemnly called to come into Court came not but made Default - It's therefore Considered by the Court that s^d Pettit in said capacity shall recover against said Powel the sum of $\$19..0..2$ - lawful money Damages and Cost of Court taxed at $\$2..15..3.$

Leech
or
Dewey

Thomas Leech of the manor of Translair in the County of Albany and province of New-York Inn-holder p^lff. vs Samuel Dewey of Sheffield in the County of Hampshire husbandman deft in a plea of the Case as \S the p^lff's writ bearing date the 29th day of January last on file at Large appears - The deft tho three times solemnly called to come into Court came not but made Default - It's therefore Considered by the Court that the said Thomas recover against the said Samuel the sum of two pounds, Seventeen Shillings lawful money Damages and Cost of Court taxed at $\$2..9..3.$

Dwight
Esquire
or
Spencer

Joseph Dwight of Sheffield in the County of Hampshire Esq. p^lff. vs William Spencer of the Same place blacksmith deft in a plea of the Case for that the deft there on the 14th of August 1758 owed the p^lff Seventeen pounds 1/7. to balance accounts as \S the p^lff's account to the Writ on file annexed appears & then & there promised to pay him the same on demand yet this requested has not done it but neglects to the p^lff's damage twenty pounds - The parties appear And the defend^t by M^r Cornelius Jones his Attorney comes and offers a plea in abatement of the p^lff's writ endorsed thereon Which the Court having considered adjudge and determine sufficient to abate the

Writ - And its hereupon considered that the plff's writ shall be and hereby is abated and that the said William recover against the said Joseph his reasonable costs as p bill allowed at \$ 1

John Rowe of South Hadley in the County of Hampshire yeoman plff vs Joseph Holmes lately of Hatfield in the County yeoman deft. } Rowe
in a plea of the Case for that s^d Joseph at said South Hadley on the 29th of June last by his note for value rec^d promised s^d John to pay him Holmes
thirty pounds lawful money on Demand yet tho' often requested the
s^d Joseph hath not paid it but neglects it to the plff's Damage thirty
pounds - The deft. tho' three times solemnly called to come into
Court came not but made Default - Its therefore considered by
the Court that the said John recover against the said Joseph the
Sum of \$25. 0. 0. lawful money Damages and cost of Court taxed
at one pound 9/6 - After all which the deft. by Charles Phelps Esq
his Attorney came into Court and appealed from the Judgment of
this Court to the Superior Court of Judicature to be holden at Spring
field within and for the County of Hampshire on the fourth Wed
day of September next and recognized with Sureties as the Law
directs for prosecuting his appeal with effect there as by said
Recognizance on file appears -

Joseph Dwight of Sheffield in the County of Hampshire Esq plff vs Daniel Earle of said Sheffield trader deft in a plea of the Case } Dwight
for that said Daniel there on the 22nd of March last owed the plff Esq
three pounds ten Shillings and eleven pence half penny to balance Earle
account according to the plff's ac^t to the writ annexed & there s^d
there promised him to pay him the same on demand yet tho'
often requested hath not done it but neglects to do it to the plaintiff's
Damage five pounds - The parties appear - And the deft by his Atty
McCornelius Jones reserving Liberty to alter his plea on the trial on
the appeal pleads and says he is not a Trespasser & thereof puts
himself on the Country - And the plff consenting says the deft's plea is
an insufficient answer to his Declaration and that by Law he is not
holden to make answer thereto & thereof prays Judgment &c And
the deft. says his plea is sufficient - Which plea the Court having
considered determine is insufficient &c - Its therefore considered
by the Court that the said Joseph recover against said Daniel the
Sum of \$3. 10. 11. 2 lawful money Damages and cost of Court taxed at
\$2. 12. 3 - The deft by his attorney appeals from the Judgment of
this Court to the Superior Court of Judicature to be holden at Spring
field within and for the County of Hampshire on the fourth Tuesday
of September next Who recognized with Sureties as the Law directs for
the appellants prosecuting his appeal with effect there as p said
Recognizance on file appears -

Joseph Dwight of Sheffield in the County of Hampshire Esq plff vs } Idem
John Sloan of said Sheffield blacksmith deft in a plea of the Case } Sloan
for that s^d John at s^d Sheffield on the 29th of August 1780 owed the
plff two pounds 6/4. 2 according to his account to the writ on file
annexed and promised to pay him the same on demand yet tho'
often requested the deft hath not paid the same but neglects to do
it to the plff's damage five pounds - The parties appear - And the
def't by Mr Cornelius Jones his attorney comes and defends & reserving
Liberty to alter his plea on the trial on the appeal pleads & says
he never assaulted the plff & and thereof puts himself on the Country
And the plff. Consenting says the deft's plea & matters therein con-
tained is an insufficient answer to his Declaration and that by Law
he is not holden to make answer thereto which he is ready to verify
and thereof prays Judgment &c And the Deft says his plea is suffi-
cient - Which plea the Court having fully considered determine is insufficient &c -
Its -

118.
Dwight vs
Sloan } It's therefore Considered by the Court that the said Joseph
recover against said John the Sum of two pounds six Shillings &
four pence two farthings lawful money Damages and Cost of Court
taxt at £2.12.3. - The deft by his said Attorney appeals -
from the Judgment of this Court to the Superior Court of Judi-
cature to be holden at Springfield within and for the County of
Hampshire on the fourth Tuesday of September next Who re-
cognized with Sureties as the Law directs for the appellants
prosseruting his Appeal with effect there as by Recognizance on file appears

Same
Collins. } Joseph Dwight of Sheffield in the County of Hampshire vs
John Collins of the same place Blacksmith deft in a plea of the Case for
that the deft there on the 16th of January 1759 owed the plff three pounds
seventeen Shillings and four pence to balance accounts according to the
plff's account to the Writ annexed and then & there promised to pay him
the same on demand yet tho' often requested has not done it but -
neglects to do it to his Damage five pounds - The parties appear -
And the deft by Mr. Jones his attorney defends and reserving liberty
to alter his plea at the trial of the appeal pleads and says he is not
a trespasser and thereof &c And the plff consenting says the deft's plea
and Matters therein contained is an insufficient answer to his Declaration
and that by Law he is not holden to make answer thereto which he is
ready to verify and thereof prays Judgment &c and the Deft says his
plea is sufficient - The Court having fully considered the deft's plea -
determine it insufficient &c It's therefore Considered by the Court
that the said Joseph recover against the said John the Sum of
three pounds 7/4 lawful money damages and Cost of Court taxt at
£2.12.3. - The deft by his said Attorney appeals from the Judgment
of this Court to the superior Court of Judicature to be holden at Spring-
field within and for the County of Hampshire on the fourth Tuesday
of September next Who recognized with Sureties as the Law directs for
the appellants prosseruting his Appeal with effect there as by said
Recognizance on file appears

Sacket
Phelps } Jesse Sacket of a new Township called Pontoosuck in the County
of Hampshire yeoman plff vs Jonathan Phelps of Windsor in the
County of Hartford and Colony of Connecticut Trader & Blacksmith
deft in a plea of the Case for that said Phelps at Windsor in North-
ampton aforesaid on the first of November 1757 by his note of that
date for value recd promised the plff to pay him ten pounds lawful
money within twelve months from the date of said Note with inter-
est therefor from the first of May then next yet the deft tho' often
requested hath not performed his said promise but unjustly neglects
it to the plff's damage fifteen pounds - The parties appear - And the
deft comes and defends and reserving Liberty to alter his plea on the
trial of the appeal pleads and says that he is not a trespasser as the plff
hath alledged and thereof &c And the plff consenting says the deft's plea &
matters therein contained is an insufficient answer to his Declaration and
that by Law he is not holden to make answer thereto which he is ready
to verify and thereof prays Judgment &c And the deft says his plea is
sufficient - The Court having heard and considered the said plea deter-
mine it is insufficient &c It's therefore Considered by the Court that the
said Jesse recover against the said Jonathan the Sum of £7.3.11.2.
lawful money Damages and Cost of Court taxt at £2.7.9. -
The deft by Mr. Cornelius Jones his attorney appeals from the Judge-
ment of this Court to the next superior court of Judicature to be
holden at Springfield within and for the County of Hampshire on the
fourth Tuesday of September next Who recognized with Sureties as the Law
directs for the appellants prosseruting his appeal with effect there as
by said Recognizance on file appears

Zenas Wheeler of the District of New-Marlborough in the County of Hampshire yeoman p^lff vs Timothy Burbanks of Suffield in the County of Hartford in the Colony of Connecticut yeoman de^ft. in a plea of the case as p^r The p^lffs Writ on file bearing date the Ninth of November last is at Large set forth - The de^ft tho' three times solemnly called to come into Court came not but made Default. - It's therefore considered by the Court that the s^d Zenas recover against Timothy abovenamed the Sum of fourteen pounds four Shillings and Seven pence lawful money Damages and Cost of Court taxt at £2.7.9 -

Justin Bull of Deerfield in the County of Hampshire Saddler p^lff vs Ebene^r Noble of Suffield in the Same County yeoman de^ft. in a plea of the case as by the p^lffs on file bearing Date the fourth of December last fully appears - The de^ft tho' three times solemnly called to come into Court came not but made Default - It's therefore considered by the Court that the p^lff shall recover against the de^ft. the Sum of two pounds five Shillings and four pence lawful money damages and Cost of Court taxt at £1.16.9 -

Luke Bliss of Springfield in the County of Hampshire Gent. p^lff vs David Ingersoll lately of Sheffield in the Same County Gent. de^ft. in a plea of Debt br as p^r the p^lffs Writ on file bearing date the fourth of December last is fully set forth - The de^ft being three times called made default of appearance in Court - It's therefore considered by the Court that the said Luke recover against the said David the Sum of twenty five pounds 14¹/₂ lawful money Debt and Cost of Court taxt at £24.0.9 -

Luke Bliss abovenamed p^lff vs David Ingersoll abovenamed de^ft in a plea of the case as p^r the p^lffs Writ on file bearing date the fourth day of December last is at Large set forth - The de^ft in this Case tho' three Times solemnly called to come into Court came not but made default. - It's therefore considered by the Court that the said Luke recover against the said David the Sum of five pounds sixteen Shillings and four pence lawful money damages and Cost of Court taxt at £2.9.9 -

Jesse Warner of Springfield in the County of Hampshire yeoman p^lff vs William Spencer of Sheffield in the Same County yeoman de^ft in a plea of the case - The parties in this Case appear and enter into a rule of Court to Refer the Case and all demands the parties have upon each other to the final Judgment and Determination of Luke Bliss of Springfield Gent chose by the p^lff Eldad Taylor Esq chose by the de^ft and Capt Joseph Miller appointed by the Court or of any two of them and the Case is continued to the next Court and the referees then to make report -

Ebenezer Bease of Enfield in the County of Hampshire yeoman p^lff vs Robert Watson of Sheffield in the Same County yeoman de^ft. in a plea of the case for that the de^ft at said Enfield on the 10th of May 1769 by his note or writing under his hand acknowledged he had rec^d of the p^lff twenty pounds lawful money & by said writing then and there for the Consideration of said Sum so received the De^ft promised the p^lff to give him on Demand a good warranty deed well executed of a tract of Land free from all Incumbrances lying in the province of the Massachusetts-bay in the County of Hampshire in New England viz the Sixtieth part of a township of Land containing Six miles Square and bounded as follows viz South upon Sheffield West upon Tonock River North on Pontoodsuck and east upon N^o 4. said Land being called by the name of Watson Town which said Sixtieth part of s^d Township the p^lff saith is worth thirty pounds lawful money - And for that the de^ft at said Enfield by one other note or writing on the Eleventh of s^d May acknowledged he had received of the p^lff other twenty pounds in Consideration whereof by s^d writing he then and there promised the p^lff to procure and give him a good warranty deed of one other Sixtieth part of the same Township on Demand which s^d Sixtieth part the p^lff saith is worth thirty pounds yet

Pease
&
Watson

Yet the deft. tho' he hath been often thereto requested and altho' he hath had reasonable and sufficient time so to do hath never given the plff. a deed or deeds of either of said Sixtieth parts of said township of Land nor any way fulfilled his said promises nor any way satisfied contented and paid the plff. the value of said two Sixtieth parts of said township of Land but unjustly neglects and refuses to do it to the plff. damage sixty pounds. The parties appear. And the deft. comes and defends and reserving liberty to alter his plea at the trial of the appeal pleads and says he never committed the trespasss alledged & thereof &c. And the plff. consenting says the deft's plea is an insufficient answer to his Declaration and that by Law he is not holden to make answer thereto which he is ready to verify and thereof prays Judgment &c. And the deft. says his plea is sufficient. The Court upon Consideration thereof had determine the deft's plea is insufficient &c. It's therefore Considered by the Court that the said Pease recover against the said Watson forty pounds lawful money Damages and Cost of Court taxed at £2.3.3. The deft. by Mr. Zenas Huggins his attorney appeals from the Judgment of this Court to the next superior court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next Who recognized with Sureties as the law directs for the appellants prosecuting his appeal with Effect there as by said recognizance on file appears.

Munsell
or
Eundem

Joseph Munsell of Westfield in the County of Hampshire yeoman plff. vs Robert Watson of Sheffield in the same county yeoman deft. in a plea of the Case for that the deft. at Sheffield on the twenty first of July last by his note for value recd. promised the plff. to pay him four pounds within three months yet the deft. tho' requested hath not paid it but neglects to do it to the plff. damage five pounds. The parties appear. And the deft. comes and defends and reserving liberty to alter his plea at the trial on the appeal pleads and says he is not a trespasser as the plff. alleges & thereof &c. And the plff. consenting says the deft's plea &c. is an insufficient answer to his declaration and that by Law he is not holden to make answer thereto which he is ready to verify and thereof prays Judgment &c. And the deft. says his plea is sufficient. The Court having fully Considered the deft's plea determine it is insufficient &c. It's therefore Considered by the Court that the said Joseph recover against the said Robert four pounds lawful money Damages and Cost of Court taxed at £2.1.4.9. The Deft. by his Attorney Mr. Zenas Huggins appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next Who recognized with Sureties as the Law directs for the appellants prosecuting his appeal with effect there as by said recognizance on file appears.

Stiles
&
Smith

Gideon Stiles of Westfield in the County of Hampshire yeoman plff. or - James Smith of Sheffield in said County gent. deft. in a plea of the case for that the deft. at Sheffield on the seventh of July 1788 by his note of that date for value received promised D. Gideon to pay him eleven pounds two Shillings lawful money on demand with interest till paid yet tho' requested has never performed his promise but neglects it to the plff. damage sixteen pounds. The parties appear. And the deft. comes and defends and reserving liberty to alter his plea at the trial on the appeal pleads & says he is not a trespasser as the plff. alleges and thereof &c. And the plff. consenting says the deft's plea &c. is an insufficient answer to his declaration and that by Law he is not held to make answer thereto which he is ready to verify & thereof prays Judgment &c. And the deft. says his plea is sufficient. The Court having fully considered the deft's plea determine it is insufficient &c. It's therefore Considered by the Court that the plff. shall recover against the deft. the Sum of £11.7.5.2. lawful money damages and Cost of Court taxed at £2.1.9. The deft. by Mr. Zenas Huggins his attorney appeals from the Judgment of this Court to the next Superior Court of Judicature to be holden at Springfield within

And,

And for the County of Hampshire on the fourth Tuesday of September next -
Who recognized with Sureties as the Law directs for the appellants prosecuting
his appeal with effect there as ^p said recognizance on file appears -

Timothy Phelps of Windsor in the County of Hartford yeoman plff^r Charles
Colton of Springfield yeoman def^t. in a plea of the Case - This Case by the
Consent of the parties is continued to the next inferior Court of Common Pleas
to be holden at Springfield within and for the County of Hampshire on
the Third Tuesday of May next

Phineas Sheldon of Suffield in the County of Hampshire yeoman plff^r
vs Joseph Munsell of Westfield in said County yeoman def^t. in a plea of the
Case for that said Joseph at said Westfield on the fifth of December last by his
note promised the plff. three pounds $\frac{7}{8}$ on demand with Interest yet the re-
quested hath not performed his promise but neglects it to the plff^r damage
four pounds - The def^t. tho three times solemnly called to come into Court
came not but made Default - Its therefore Considered by the Court that
the said Sheldon recover against said Munsell three pounds Seven Shillings
and nine pence lawful money damages And Cost of Court taxed at $\$24.3$.
After all which the def^t. by John Worthington Esq his attorney came into Court
and appealed from the Judgment of this Court to the next Superior Court of
Judicature to be holden at Springfield within and for the County of Hampsh^r
on the fourth Tuesday of September next Who recognized with Sureties as the Law
directs for the appellants prosecuting his appeal with effect there as by ^p
Recognizance on file appears -

Jacob Watson of the nine partners in dutches county in the province of New York
plff^r. vs Phineas Smith merchant alias trader and Josiah Lornise husbandman
both of Sheffield in the County of Hampshire def^t. in a plea of the Case for
that the def^t. at ^p Sheffield on the first of May last by their note promised to
pay the plff^r forty three pounds fifteen Shillings and Six pence new York
Currency by the first of June then next with out yet the requested have not
fulfilled their ^p promise but neglect it to the plff^r damage eighty pounds -
The def^t. tho three times solemnly called to come into Court came not but
made default - Its therefore Considered by the Court that the ^p Jacob
Recover against the said Smith and Lornise twenty eight pounds $\frac{4}{2}$ -
Lawful money Damages and Cost of Court taxed at three pounds $\frac{1}{3}$ -
After all which the def^t. by Charles Phelps Esq their attorney comes into Court
and appeals from the Judgment of this Court to the next Superior Court of
Judicature to be holden at Springfield within and for the County of Hamp
shire on the fourth Tuesday of September next who recognized with Sureties
as the Law directs for the appellants prosecuting their appeal with effect
there as ^p said recognizance on file appears -

The foregoing Judgments and orders were made
and entered up and then the said Court
adjourned without Day -

. M^W Williams Clerk -

February Court of Sessions 1760. At his majesty's court of General Sessions of the peace begun and held at Northampton within and for the County of Hampshire on the Second Tuesday of February being the twelfth Day of said month anno Domini 1760.

Justices present

Joseph Dwight
Israel Williams
John Worthington
Josiah Dwight
Seth Field
Joseph Hawley
Samuel Mather
Tim^r Dwight Jun^r
Josiah Chauncey
Eleanor Porter
Charles Phelps.

Grand Jurors —

Daniel White Foreman
Sapheth Chapin,
John Burt 2^d
Jonathan Strong Jun^r
Aaron Wright
Nathaniel Kellogg
Samuel Gaylord
Thomas Nash
David Weller
Aaron King
Joseph Barnard
John Clary —
Benoni Wright
Edward Bond
Jonathan Nash

Jury for Trials —

Seth Pomerooy foremⁿ
Luke Hitchcock 2^d
Josiah Cooley
Orlando Bridgman
Ebeneser Clark Jun^r
John Eastman
George Phelps
Ashbel Dewey
Nathan Frary
Joseph Field
Moses Field
David Field — de tal^r

Attended 3 days —

Strong v Propriⁿ New-Marl. Thomas Strong of New-Marlborough Clerk Compt^r vs The Proprietors of the same place def^t shewing they are in arrear in the payment of his Salary praying relief &c This case was further continued by agreement of the parties under the former order to the next court of General Sessions of the peace to be holden at Springfield in & for this county on the third Tuesday of May next.

Cowan v Pelham Inhabitants Ephraim Cowan of Pelham in the County of Hampshire yeoman Compt^r vs The Inhabitants of the town of Pelham aforesaid def^t shewing that he was damaged in his property by a high way legally laid out there across his Land for which no satisfaction has been made him & this complaint was preferred to this court at their last session & the s^d Inhabitants, notified to appear here &c And now Joseph Hawley lig attorney for Cowan comes into court and says he will no further prosecute said Complaint — Ordered that it be dismissed and that the def^t go without Day —

Chamberlain v Proudy Sarah Chamberlain of a place called Roadtown in the County of Hampshire Singlewoman Complainant vs Elijah Proudy of the same place yeoman def^t shewing that was some time since delivered of a male bastard child of w^h the def^t is the father & this comp^t was preferred at the last court and then continued to this term — And now the Complainant's attorney Joseph Hawley lig comes into court and says he will no further prosecute said Complaint — Ordered that it be dismissed and that the def^t go without Day.

Clark v. John Clark of Hadley in the County of Hampshire yeoman came before this Court and confessed he was guilty of making an assault some time since upon the body of his son, John Clark jun^r — Ordered by the Court that the said John Clark be amerced in the Sum of ten Shillings lawful money to be to his Majesty's use for the Support of the Government of this province and pay cost and find Sureties for the good behaviour for the term of three months and stand committed &c —

John Clark's recogn^{ce} The abovenamed John Clark recognized as principal in the Sum of ten pounds M^r Jonathan Worner of Hadley as Surety in the same Sum for his said John's being of the good behaviour towards all his Majesty's Liege Subjects and especially his son John for the term of three months —

John Worthington Esq. Attorney for our Sovereign Lord the King in this Court hereby informs and gives this Court to understand that one Caesar a Negro man Servant for Life to Edward Billing of Greenfield in 2^d County Clerk on the fifteenth day of February last past at said Greenfield wickedly and willingly had carnal knowledge of the body of Lucy Billing an english woman an infant and Daughter of said Edward and then and there committed the Crime of fornication with said Lucy and then and there begot a Child on her body by fornication and so the said John says the said Caesar a Negro man as aforesaid at Greenfield aforesaid on the fifteenth day of February aforesaid committed the Crime of fornication with the said Lucy an english woman as aforesaid contrary to the Law of this province in such case provided the peace of our said Lord the King his crown and Dignity - And the said Caesar being now bro't before the Court had the foregoing Information read to him and pleaded not guilty thereto which plea aforesaid by the Leave of the Court afterwards the said Caesar withdrew and then pleaded guilty to said Complaint - Its hereupon Considered and Ordered by the Court that the said Caesar be severely whiped thirty Stripes on his naked body and that he be sold out of this province and be sent away accordingly within the Space of six months from this time and that he be continued in prison at his Masters charge till he be sent away & pay Cost and stand committed accordingly -

Lucy Billing an infant and Daughter of Edward Billing of Greenfield Clerk a single woman came before this Court & Confessed she had been guilty of the Crime of Fornication with Caesar a negro man Servant to her said father - Its hereupon considered & ordered by the Court that the said Lucy be severely whiped fifteen Stripes on her naked body and that she maintain her bastard Child at her own Charge and pay Cost and stand committed &c -

Aaron Vanhorn of Springfield in the County of Hampshire yeoman appellant or Samuel Leonard of said Springfield yeoman appellee from a Judgment or Sentence of Josiah Dwight Esq. one of his Majesty's Justices of the peace for 2^d County at a trial before him at said Springfield on the 2^d day of December last when and where said Samuel was complainant and said Aaron defended Who complains and says that the said Samuel and Elisabeth his wife had a Son lawfully born of the body of 2^d Elisabeth on or about the tenth day of February 1763 Which Son is the first born Son of 2^d Samuel and said Elisabeth and said Samuel says that at 2^d Springfield on the 10th of September last said Aaron minding and contriving to slander scandalize and abuse said Samuel & Elisabeth and to bring them both into disgrace and disrepute among their neighbours and to excite Jealousies between 2^d Samuel and his said wife and to bring her into Suspicion of guilt of Fornication and adultery and to expose her to the punishment inflicted by Law on offenders of such Sorts did wittingly willingly and maliciously make and publish sundry lies and false and scandalous reports tending to the defamation and damage of said Samuel and said Elisabeth and tending to excite and cause Jealousies and to expose them as aforesaid and then and there speaking of said Samuel and his said first born Son did in the hearing of sundry of the liege Subjects of our Sovereign Lord 2^d King utter and pronounce with a loud voice the false scandalous & defamatory english words following viz This meaning the same son of 2^d Samuel is one of my meaning said Aaron's boys meaning that he begot the same boy the meaning 2^d Son of 2^d Samuel is one of my meaning 2^d Aaron's getting meaning that said Aaron begot the same boy on the body of 2^d Elisabeth & meaning said Aaron bought to maintain him meaning said Son of 2^d Samuel with sundry other english words of the same tenor & with the same Intention all which is more fully set forth in 2^d Complaint a Copy whereof is on file - and that 2^d Aaron when he spoke said words was of the Age of discretion and knew better than to speak the same all which speaking pronouncing & publishing said false and scandalous words as aforesaid

121.
Vanhorn
app't. or
Legnaro is to the damage and Defamation of said Samuel and Elisabeth & their
said son & contrary to the Law of this province is such cases provided &
against the peace & Dignity of the said King. At which said Trial the
said Aaron was convicted of speaking pronouncing & publishing at the
time and place & in the manner set forth in the Complaint some of
the words he is charged with speaking as is particularly recorded in the
Judgment of the said Justice and a Copy of the same on file may
appear & was sentenced to pay to his Majesty for the Support of Govern-
ment a fine of 15/ and Cost from which he appealed to this Court
And now the said Aaron comes and says he will no further contend
with the King. It's therefore Considered and ordered by the Court
that the said Aaron for his offence aforesaid pay a fine of 15/ lawful
money to his Majesty for the Support of the Government of this province
and Cost of prosecution & Stand Committed &c.

G. Rex
Pelham The Grand Jurors for our sovereign Lord the King for the body of the Coun-
ty of Hampshire do on their oaths present that the common high way of
the said Lord the King from the east side of the district of Amherst in
said County running thence to the public meeting house in s^d Pelham
and from thence to the easterly side of the township of Pelham afores-
for the whole width thereof and throughout all the Length aforesaid
on the first day of October last was ever since has been and now is in
great Decay and out of repair and is stony miry and foundrous for want
of a due reparation and amendment thereof so that the liege Subjects
of the said Lord the King passing by and thro the same way either by
themselves or with Horse carriages and Carts cannot pass and repass -
thro the same without great difficulty and danger to themselves their
Horses and Carriages and that the Inhabitants of said Town of Pelham
of right and by Law ought to amend and repair the same way from
time to time as often as the same stands in need of repair yet said
inhabitants knowing the premises have hitherto neglected and still
neglect to amend and repair the same contrary the Law the peace of
the said Lord the King his Crown and Dignity which presentment was
made at the last Court and signed Daniel White foreman -
And now the inhabitants of said Pelham who were summoned to -
appear here to answer to said presentment by Robert McCollough
their Agent come into Court and having heard s^d presentment pleaded
guilty to the same - It's hereupon Considered and ordered by the Court
that the inhabitants of Pelham aforesaid be amerced to his Majesty
for the support of Government in the Sum of w^t. lawful money and
pay Cost. And that a distringas issue for the Sum aforesaid against
the inhabitants of said Town from time to time until the said
way be effectually repaired -

G. Rex
Hastings John Worthington Esq. attorney for our Sovereign Lord the King in this
behalf here in this Court informs and gives your honors to understand that
Jonathan Hastings of Greenfield yeoman there on the seventh day of
February (current) did wittingly kill one wild grown deer contrary to
Law & saying he might be apprehended & put to answer to this In-
formation. The said Hastings being here present in Court heard said
Information read and being put to answer to it he pleaded guilty -
The Attorney for said Lord the King upon hearing the manner & Cir-
cumstances of the killing said Deer afterwards by advice and Consent
of the Court comes and says he will no further prosecute & is ordered
by y^e Court that s^d Complaint be dismissed & the deft. go without day.

Clark
Fowler Gideon Clark of Northampton in said County yeoman and deputy collector
of the Duties of Excise by one Law of this province set on spirits distilled & under
M^r. Gad Lyman collector of said Duties for said County the present year (comp^t
w^t Biddad Fowler of Westfield yeoman deft. for that s^d Biddad on the second
of May last at s^d Westfield did import and sell there contrary to Law one
Hogs-

Hogshead of rum containing one hundred and twelve gallons of the value of twenty pounds lawful money & praying he might be brought to answer &c. The said Biddad being here present in court had said Complaint read to him Who hereupon moved that it might be continued to the next Court - Ordered that the Consideration of this Complaint be referred to the next Court of General Sessions of the peace to be holden at Springfield within and for the County of Hampshire on the third Tuesday of May next and that the said Biddad recognize in the sum of eighty pounds, with sureties &c. to appear there to answer to the same &c. - The said Biddad recognized before this Court as principal in the sum of eighty pounds lawful money Messrs John Ingersoll & Joseph Ashley as sureties in the sum of £40 each for said Biddad's appearance at said next Court to answer to the foregoing Complaint & for his performing the order of said Court thereon &c. Clark
Towler

Gideon Clark of Northampton in said County yeoman & deputy Collector of the Duties of Excise by one law of this province set on spirits distilled &c. under Mr. Gad Lyman Collector of said Duties for said County the present year Compt. vs Biddad Towler of Westfield in said County yeoman deft. for that said Biddad on the tenth day of April last did import and on the 15th day of July last did sell one Hogshead of rum containing one hundred gallons of the value of fifteen pounds contrary to Law & praying s^d Biddad who is held here in Court for this purpose may be called to answer for Compt. and proceeded agt according to Law &c. at the motion of the deft with the consent of the Complainant ordered that this Case be continued to the next Court of General Sessions of the peace &c. and that said Biddad recognize with sureties in the sum of seventy pounds, to appear at the next Court to answer &c. - The abovenamed Towler recognized before this Court as principal in the sum of seventy pounds lawful money Messrs John Ingersoll and Joseph Ashley as sureties in the sum of £35 each for said Towler's appearance at the next Court of general Sessions &c. to answer to this Complaint &c. Adern
Towler
Bundem

Moses Dewey gent. John Ingersoll gent. Joseph Ashley yeoman & Joseph Staunton yeoman all of Westfield recognized severally for themselves in the sum of five pounds to appear at the next Court of General Sessions of the peace to be holden at Springfield on the third Tuesday of May - next to give Evidence of what they know respecting the foregoing Complaints Witnesses
recognized

David Patterson of Greenwich in the County of Hampshire Labourer Complainant vs the Assesors of the town of Greenwich aforesaid for the year of our Lord 1750 for being overrated &c. - Ordered that the Assesors of s^d town for said year be notified to appear at the Next Court of General Sessions &c. to shew cause wherefore the Complainant should not be eased & abated of the sums set on him &c. & that they produce their Lists of Assessment for that year. Patterson
vs the
Assessors
of Greenwich

The Select men of Deerfield in behalf of said town by David Field for them humbly shew that this Court at their Session here in November Anno Dom 1750 accepted the report of their Committee and thereby laid out a highway from said Deerfield by the north end of Sugar Loaf mountain over to Sunderland which way so laid out they say is greatly to the grievance of said Town must subject them to extraordinary costs for repairs vastly disproportionate to the public utility resulting therefrom that said high way greatly hurts the property of many of the inhabitants of said Town thro' whose Land it runs that the same is not of public convenience and ought to be discontinued and if it is not discontinued a reasonable Satisfaction ought to be made the persons thro' whose Lands it runs and to the said David in particular they by said David therefore pray a Jury may be appointed to enquire into and determine these matters in manner as the Law directs, the general assembly having empowered your honors so to do the usual time by law for appointing such Jury being elapsed Notwithstanding - Which petition was now read and considered and It's hereupon ordered by the Court that the Sheriff of this County or his deputy shall be &c. hereby he is directed to summon a Jury in manner as the Law directs and having first caused them to be sworn by a Justice of the peace for s^d purpose with David
Field's
Petition

David Field's Petition } with said Jury as soon as may be procured to Deerfield aforesaid and there on the spot enquire whether said town is aggrieved by the laying out said high-way in manner aforesaid And also to enquire and determine what the damage is that is done the several persons in their property and whose Land the said Highway is laid and particularly the said David Field. Which Jury are to make return of their verdict under their hands and Seals to the next Court of General Sessions of the peace that shall be held in this County after said Enquiry shall be made. And the Clerk of this Court is directed to make his warrant to the Sheriff or his deputy accordingly ~

Sarah Train's Confession } Sarah Train of Hatfield came before this Court and confessed She had been guilty of the crime of Fornication before marriage. It's hereupon ordered by the Court that She pay a fine of 13/4 lawful money to his majesty for the Support of the Government of this province and Cost ~

Pomeroy's Confession } Stephen Pomeroy of Hadley and Eleanor his wife came before this Court and confessed they had been guilty of the crime of fornication before marriage. It's hereupon ordered that they pay a fine of 13/4 lawful money each to his majesty for the Support of the Government of this province and Cost ~

Jonathan Wells's ferry- } Jonathan Wells of Deerfield is licensed to keep a ferry at the usual ferrying place near his house in the road from Deerfield to Montague the fare for man and horse to be the same as it was the last year. Who recognized before the Court in the sum of ten pounds lawful money for the faithful performance of said Trust ~

Stephen Coats's } Stephen Coats is licensed to keep the ferry at Hovanum at the usual place for ferrying there the fare for man and horse to be the same it was the last year. Who recognized before the Court in the sum of ten pounds lawful money for the faithful discharge of his place ~

Isra Clark's } Isra Clark of Northampton is licensed by the Court to keep the ferry at the place called Clark's ferry-place there. The fare from the middle of November to the end of may to be the same it was of last year from the middle of November to the middle of May the rest of the year the same it has been heretofore. Who recognized in the sum of ten pounds for the faithful discharge of his place ~

Innholdr. } Othniel Taylor of Charlemont is granted by this Court to be an Inn holder retailer and common victualler in the house where he now dwells until the term by Law fixed for granting Licences in this County having obtained an order of the general Court empowering this Court to do the same. M^r Eliakim Arms came into Court and recognized as principal for said Taylor as the Law directs for his said Taylor's keeping good rule and order in his house and duly observing the laws made for regulation of such houses And also recognized as principal with sufficient Sureties in the sum of fifty pounds for said Taylor's keeping and rendering the accounts and paying the duties by Law required as if said recognizer on file appears ~

Tea Coffee &c. } Licence is granted to William Eastman to sell tea Coffee and China ware for the year next ensuing. Who recognized with Sureties as the Law directs for his duly paying the duties by Law set on said Commodities as by his recognizance on file appears ~

Jonathan Worner } Licence is granted Jonathan Worner to sell tea Coffee and China ware for the year ensuing Who recognized with Sureties as the Law directs duly to pay the duties by Law set on the same Commodities as preogⁿ on file appears.

Joseph Dwight's } Licence is granted Joseph Dwight Esq to sell tea Coffee and China ware for the year next ensuing Who recognized with Sureties as the Law directs duly to pay the duties by Law set on the same Commodities as preogⁿ on file appears.

Licence is granted by this Court to Capt. William Day to sell tea Coffee and China ware for the year next ensuing. John Ingersoll gent recognized as principal with Sureties according to Law on behalf of said William that he should duly pay the duties by Law set on them Commodities as ϕ said recognizance on file appears. } William Day-

Licence is granted Lieut Obadiah Dickinson to sell tea Coffee and china ware for the year next ensuing. Who recognized with Sureties as the Law directs duly to pay the duties by Law set on the same as ϕ said recognizance on file appears. } Obadiah Dickinson

Licence is granted to Eleazer Porter Esq to sell tea Coffee and china ware for the year next ensuing who recognized with Sureties as the Law directs well and truly to pay the duties by Law set on said Commodities as ϕ said recognizance on file appears. } Eleazer Porter Esq

Licence is granted to Josiah Dwight Esq to sell tea Coffee and China ware for the year next ensuing who recognized with sureties as the Law directs well and truly to pay the duties by Law set on the same Commodities as ϕ said recognizance on file appears. } Josiah Dwight Esq

Licence is granted Lieut David Field to sell tea Coffee and china ware for the year next ensuing who recognized with Sureties as the Law directs well and truly to pay the duties by Law set on the same Commodities as ϕ said recognizance on file appears. } David Field

Licence is granted Seth Field Esquire to sell tea Coffee and China ware for one year next ensuing who recognized with Sureties as the Law directs well and truly to pay the duties by Law set on the same Commodities as ϕ said recognizance on file appears. } Seth Field Esq

Licence is granted by this Court to Elisha Ingram of Amherst well known Tea Coffee and China ware for the year next ensuing. Oliver Partridge Esq: came into court and recognized as principal with Sureties as the Law directs for the said Ingram: well and truly paying the duties by Law set on the same Commodities as ϕ said recogⁿ on file appears. } Elisha Ingram.

Ordered by this Court that Capt. Nathaniel Dwight of Cold Spring-be joined in the room of major Benjamin Day with the rest of ϕ Committee appointed by this Court at their Session here in February 1759 to lay out a high way from the place near Aaron Clap's dwelling house where the path leading from the Country road from Northampton to Westfield to Southampton meeting house parts with said Country road thro' Southampton to Westfield said Committee not having yet performed said Service and that they proceed upon said Service & lay out said road and make Return in manner as by order of Court they are directed. } Court's Order

Ordered by this Court That Seth Field Esq and Captain Joseph Root be a Committee to effectually amend and repair the bridge over Miller's River so called in the road leading from Sunderland to Northfield and to make some small repairs also in the high way between said bridge and Northfield. Linc & present their an^t to. } Court's Order.

Pursuant to a Warrant under the hands of the Select men of the town of Stockbridge bearing date the 25th day of January last one Humibel a free negro and Hannah his wife and several of their children under their sale on the 28th of the same month were warned to depart out of said town. Also pursuant to another warrant of the same date under the hands of the same Select men Elisabeth Way and two of her children on the same 28th of January were warned to depart said town by Jacob Cooper Constable as ϕ Warrant & returns on file appears. } Humibel or Family Way & Children

Pursuant to a warrant under the hands of the Select men of Hadley dated the 14th of January last Jane Quich was warned to depart and leave the Town of Hadley by Jonathan Worner Constable as ϕ Warrant & Return on file appears. } Jane, Quich-

123.

Pursuant to a Warrant under the hands of the Select men of the Town of Blandford bearing date the 24th of December 1759 Daniel Murphey & family Eleanor Murphey his wife Edmund Murphey Daniel Murphey Junior Timothy Murphey Normond Morphey and Mary Murphey who came from Sambrey The widow Susanna Phelps Samuel Phelps & others Susanna Phelps jun. who came from the nine partners - The widow Har & others Katherine Har William Har James Har Eleanor Har Katherine Har Junior Who came from Westfield George M. Murag who came from Kenderhook and Mary Phelps who came from the nine partners and Friedrich Murphey who came from Sambrey on the Last day of the same December were warned forthwith to depart and leave said Town of Blandford by Glas Cochran Constable of said Blandford as ϕ Warrant and return on file appears -

Pursuant to a warrant under the Hands of the Select men of the town of Westfield bearing date the fourth day of december 1759 Jacob Munsel & others - and Phebe his wife Desire Munsel their Daughter Who came last from Windsor and Jonathian Whiting who came last from Granville on the 20th day of the same december were warned to depart and leave said town of Westfield and on the fourth of February current Joh Munsel who came last from Windsor was warned to depart & leave said town of Westfield by Samuel Noble Constable of said Westfield as ϕ Warrant and return on file appears -

Pursuant to a Warrant under the hands of the Select men of the district of Amherst bearing Date the 24th day of December 1759 Daniel Smith Mary Markmeglotheling George Buik Mary Buik Grace M. Meglotheling Buik John Buik Hannah Buik Henry Buik Moses Buik Betty Buik on the 22^d day of January last were warned to depart forthwith and leave said District by Relatiah Smith Constable of s^d District - said Smith first named having resided there ever since the tenth of February last past the other persons came there since the first of September last all which more fully appears ϕ the Warrant & return on file -

Pursuant to a warrant under the Hands of the Select men of the district of South Hadley bearing date the 12th Day of January last Thomas Rockwood and Abigail his wife with five of their children viz Esther Ruth Persis Thomas and Abigail who lately came from Oxford to reside in said District on the day aforesaid were warned to depart and leave the same forthwith by Joseph White Junior Constable as ϕ Warrant and return on file appears -

Pursuant to a Warrant under the Hands of the Select men of the town of Springfield bearing date the first day of December last John Howard & Wife - and Reziah his Wife Who came to said town the second of may 1759 on the Nineteenth of December aforesaid were warned to depart and leave said Town by Jonathian Worthington Constable And on the 25th of January last Isaac Osborn and his child Fernima who came to said town in april last were warned to depart and leave the same by Stephen Bliss Constable as ϕ Warrant and return on file appears -

The Grand Jurors for our Sovereign Lord the King for the body of the county of Hampshire do on their Oaths present that Noah Wright jun^r & others - yeoman Samuel Parsons yeoman Elijah Lyman yeoman Herman Pomroy yeoman Oliver Lyman yeoman Jonathan Allen yeoman and Aberehiah Russell yeoman all of Northampton in said County and Caleb Lyman of Hadley in the same county yeoman on t^e Sixth day of August last did meet and assemble themselves together at the dwelling house of Ebenezer Pomroy of said Hadley Inn holder then a common tavern and Inn duly licensed for such according to Law and known by the Sign of the White Horse and then kept by said Ebenezer

as a common tavern and Inn for entertaining Travellers and for -
selling rum wine cyder and other Strong and spirituous Liquors by Re-
tail And said Noah Samuel Elijah Herman Oliver Jonathan Hosekiah
and Caleb did then and there continue together and in company of
one another in said house drinking and tipping and otherwise misbe-
having themselves above the space of one hour viz for the space of six
hours being met together there coming from the places of their respective
abodes for that purpose not being travellers or persons on business or any
extraordinary reasonable occasion of thus meeting and continuing there
as aforesaid contrary to the form and effect of the Law of this province
in such cases made and provided the peace of the said Lord the King
his Crown and Dignity the said Jurors on their oaths further present
that said Noah Samuel Elijah Herman Oliver Jonathan Hosekiah &
Caleb at said tavern or common Inn the said dwelling house of said
Ebenezer were on the Evening following said Sixth day of August to-
gether after nine of the Clock at night drinking and tipping there con-
trary to one Law of this province in such cases made and provided
the peace of the said Lord the King his Crown and Dignity and the
said Jurors on their said oaths further present that said Noah Sam^l
Elijah Herman Oliver Jonathan Hosekiah and Caleb at said tavern
or common Inn the said dwelling house of said Ebenezer Somers did
on the same Evening together and in company with each other there
fiddle sing dance and revel for the space of three hours contrary to the
Law of this province in such cases made and provided the peace of the
said Lord the King his Crown and dignity which presentment was
made at the last Court of General Sessions of the peace holden at
Northampton on the second Tuesday of November last and signed
Daniel White foreman - The depts being now bro't before the Court had
the foregoing presentments read to them and were severally called
upon to plead to the same upon which they severally moved for Council
which is allowed them - Charles Phelps Esq. Who well Council for the
Deft^s hereupon comes and pleads to quash the Presentments - The
Court having fully heard the parties viz the said Phelps and the Atty
for our Sovereign Lord the King thereon and fully considered the same
determine the said Presentments ought to be quashed It is therefore
ordered that the presentment shall be quashed and that the depts
go without day

The foregoing Judgments and orders were
made and entered up and then the said
Court adjourned without day

Att. W. Williams Cler.

124. Hampshire ss. Anno Regni Regis Georgii Secundi magnae
Britaniae Franciae et Hiberniae Tricesimo tertio

Inferior
Court -
May term
1760.

At his Majesty's Inferior Court of Common pleas begun
and held at Springfield within and for the County of
Hampshire on the Third Tuesday of May being the twentieth
day of said Month Anno Domini 1760.

Justices of said Court.

Present - viz

Joseph Dwight
Israel Williams
Josiah Dwight
Tim^r. Dwight Jun^r

Squires

Jury for Trials -

Ebenezer Hitchcock fore^r
George Hitchcock
Abel Cooley
Daniel Clarke
Elijah Morton
Joshua Dickinson
Benja^a Lornise
Nath^l. Phelps.

de Tal^r { Phin^r Pratt in Day,
Abel Cadwell } Ely^r, } Thomas Smith
the fore^r in that case was } Charles Hoar
put off & Elijah Morton was } Amos Lornise - de Tal^r
made foreman —

Strong } Waitstill Strong of Southampton in the County of Hampsh^r yeoman
or } p^lty vs Nathaniel Phelps of Northampton in said County yeoman
Phelps } de^ft. in a plea of Debt upon a bond bearing date the 14. March 1743
wherein y^e de^ft bound himself to the p^lty as Treasurer of the second
precinct in said Northampton in the sum of one hundred pounds
lawful money & all w^h is at large set forth in the Writ - this case
was originally commenced to be heard at y^e last Court. And y^e parties
then agreed to refer it as appears by the Record - & Now the p^lty
being three times solemnly called was Nonsuit & y^e De^ft. defaulted.

Taylor } Amos Taylor of Springfield in the County of Hampshire yeoman -
or } p^lty vs Aaron Taylor of the same place yeoman de^ft. in a plea of y^e.
Taylor } Case wherein the p^lty demands twelve Sheep / worth seven Shillings
each / and eighteen pounds of Wool / worth thirty Shillings / which y^e.
de^ft owes him by agreement & all w^h is at large set forth in y^e p^lty's
writ on file bearing date y^e 23^d of January last - this Action was -
originally entered at the last term & then by consent of y^e parties -
Was continued to this - & Now the De^ft being three times called to
come into ^{court}, did not appear but made Default - It is therefore
considered by the Court that the said Amos recover ag^t the s^r.
Aaron the sum of £5.14. lawful money Damages and Cost of
Court test at £2.3.3 - Ex^h is^d 3^d June 1760.

Graves } Moses Graves of Hatfield in the County of Hampsh^r Gent. p^lty vs
or } John Taylor late of Deerfield in said County Husbandman de^ft. in
Taylor } a plea of the case demanding Nine pounds 14/ due by the de^ft. Note of
y^e 8th Feby, 1756 with the interest & all w^h is at large set forth in the
p^lty's Writ on file bearing date y^e 17th Jan^y last - This Action was
originally commenced to be heard and tried at the last Court -
but

But by agreement of the parties was continued to this Term and now
The Deft. being three times solemnly called to come into Court came Graves
not but made Default. It's therefore considered by the Court }
that the said Graves recover against said Taylor the sum of - } Taylor
£12. 3. 6. lawful money Damages & Cost tax at £2. 8. 8. }
Ex. is. 25. Jan 7. 1761. -

Jesse Warner of Springfield in the County of Hampshire yeoman p^lff. }
vs William Spenser of Sheffield in y^e same county yeoman def^t. in } Warner
a plea of the Case & Joseph Miller of Springfield gent. Who was by } Spenser
this Court at their last session appointed one of the referees in this case }
being since deceased and the Case not considered. Ordered that Mr
Nathaniel Brewer of S^d Springfield be joined with y^e other persons
who were chosen by the parties in the room of S^d Miller & that they
consider the Case & and make Report at y^e Next Term and the
Action is continued in the mean time

Timothy Phelps of Windsor in the County of Hartford yeoman p^lff. }
vs Charles Cotton of Springfield in the County of Hampsh^r yeoman } Phelps
def^t in a plea of the Case & this Action by Consent of the parties is } Cotton
continued further to the next Term to be held at Springfield within
and for the County of Hampsh^r on the last Tuesday of August next.

Philip Case of Sheffield in the County of Hampshire Cordwainer p^lff. }
vs Oliver Watson of the same place yeoman def^t. in a plea of the Case } Case
wherein the p^lff demands of the def^t five pounds w^h he promised by his } Watson
note dated the 10th of March last to pay him with use as by the Writ
on file bearing date y^e same day is more fully set forth - & Def^t in this
Case tho' three times solemnly called to come into Court came not but
made Default - It's therefore considered by the Court that the said
Philip recover against the said Oliver the sum of £4. 16. 11. 1 - law^l
mony Damages and Cost of Court tax at £2. 10. 0. Ex. is. 10th April 1761.

Jonas Lock of Roadtown in the County of Hampshire yeoman p^lff. }
vs Joseph Lock of the same Place yeoman def^t in a plea of the Case } Lock
for that the def^t at Springfield aforesaid on the 1st day of April last }
by his Note for value rec^d promised the p^lff to pay him or his order } Lock
twenty nine pounds 14/1. lawful money by the first of May then next
with Interest but tho' requested has not paid it but deny^s to do it
to the Damage of the p^lff thirty five pounds - The def^t tho' three times
solemnly called to come into Court came not but made Default -
It's therefore considered by the Court that the said Jonas recover ag^t
the said Joseph the sum of £29. 19. 0. 1/2 lawful Money Damages and
Cost of Court tax at £2. 1. 5 1/2 - After all which the def^t came into
Court and appealed from the Judgment of this Court to the next Sup^r
Court of Judicature to be holden at Springfield within and for the
County of Hampshire ^{on y^e 4th Tuesday of Sept^r next} and recognised with Sureties as the Law directs
to prosecute his Appeal with Effect there as y^e S^d Recogn^{ce} on file appears.

Jacob White of Springfield in the County of Hampshire gent. p^lff vs }
Edward Blair of New-Braintree District in the County of Worcester yeoman } White
def^t in a plea of the Case for recovering three pounds 10/1. lawful money w^h Blair
the def^t by his note dated the 8th of Sept^r 1757. for value rec^d. promised one
James

White or Blair } James Sawton to pay him order with Interest who afterwards by his
 Indorsement on said Note ordered the payment of the Contents thereof
 to the Plff & the deft accordingly promised the said Jacob to pay him
 the same & all w^{ch} is more largely set forth in the plff's Writ on file
 bearing Date the 21st day of March last - The deft. being three times
 called to come into Court came not but made Default - It's -
 therefore considered by the Court that the said Jacob recover ag^t
 the said Edward the Sum of £4. 7. 11. lawful money Damages and
 Cost of Court taxt at £4. 11. 11. -

Colton or Lunden } Benjamin Colton of Brimfield in the County of Hampshire yeoman
 plff or Edward Blair of New-Braintree District in the County of
 Worcester yeoman Deft. in a plea of the Case for the Recovery of eight
 mill'd Dollars and a half which is equal to 51/ lawful money w^{ch}
 of deft by his note of the 8th of Sept. 1757 promised one James Sawton
 to pay him or order with use who afterwards ordered the payment
 thereof to the plff & all which is more fully shewn in y^e Plff's writ
 on file dated the twenty first of March last - The deft in this Case
 tho' three times solemnly called to come into Court came not but
 made default - It's therefore considered by the Court that the s^r
 Benj^m recover ag^t the said Edward the Sum of £2. 19. 1. lawful
 money Damages and Cost of Court taxt at £2. 0. 11. -

Smith or Crocker } Samuel Smith Physician and Miriam Smith Housewife wife
 of said Samuel both of Westfield in the County of Hampshire (which
 Miriam was formerly Miriam Ashley) Plffs or William Crocker
 otherwise called Philip Defins lately of s^d Westfield yeoman deft
 in a plea of the Case wherein they demand of the deft thirteen
 pounds 6/ with Interest due by the deft's note of the 19th of Oct^r 1757.
 as is at large set forth in the plff's Writ on file bearing date the
 14th day of March last - The deft being three times called to come
 into Court came not but made Default - It's therefore considered
 by the Court that the said Samuel and Miriam recover against
 the said W^m Crocker the Sum of £15. 7. 6. lawful money Dam^s
 and Cost of Court taxt at £1. 11. 11. -

Bull or Noble } Justin Bull of Deerfield in the County of Hampshire Sadler plff.
 or Ebenezer Noble of Suffield in the same County yeoman deft. in
 a plea that the deft render to him four pounds 2/1. money which the
 deft owes to him & unjustly detains for that the s^r Justin by the
 Consideration of this Court at their Session at Northampton on the
 second Tuesday of February last recovered that sum for his Dam^s
 and Cost then about his Suit expended which Judgment is still in
 full force and not executed & all which is more fully set forth in
 the plff's Writ on file bearing Date the 30th day of April last -
 The deft being three times called made Default of Appearance in
 Court. It's therefore considered by the Court that the s^r Justin
 recover against said Ebenezer the Sum of £4. 2. 1. lawful money
 Debt and Cost of Court taxt at one pound twelve Shillings and
 five pence like money -

Jonathan Younglove of Sheffield in the County of Hampshire yeoman
Plffs John Williams of the same Sheffield yeoman Deft- in a plea } Younglove
of the Spass on the Case for that whereas on the first day of March } Williams
Anno Domini 1789 and for several years immediately preceeding
said first day of March said John had and kept at said Sheffield his
certain Saw-mill there for the sawing up into boards such Timber-
Logs as should be brought to said Mill by our Subjects living in parts
adjacent thereto in a reasonable time and for reasonable Reward to
be made him therefor by the owners of such Logs respectively out of
the Boards produced therefrom viz one half of the boards produced out of
the Logs sawed and Whereas on said first day of March said John at
said Sheffield received of said Jonathan at his said Mill there 29
good White pine Logs of the said Jonathan of the value of ten
Shillings each and sufficient to make five thousand feet of good
Boards and to saw the same into boards for said Jonathan in a
reasonable time and for such reasonable Reward to be allowed him
therefor by said Jonathan as aforesaid and said John then & there
in consideration thereof promised said Jonathan that he would saw
said Logs for him aundingly and said Jonathan says that ¹ John
long since hath had reasonable time to saw said Logs and might
well have done it yet said John contriving and wickedly intending
the said Jonathan in this Regard to deceive injure and defraud
hath always hitherto wilfully refused and still unjustly & wilfully
refuses and neglects to saw the said Logs as aforesaid Whereby the
said Jonathan hath ever since lost the profit and advantage he might
have reasonably made of his half of the boards that might have been
sawed from said Logs and the same Logs have ever since been rot-
ing delaying and growing worse at said Saw-Mill by reason of
said John's refusing to saw them as aforesaid to the Damage
of the said Jonathan the Sum of six pounds. The parties appear
And the said John the deft by Charles Phelps Esq his Att^y comes &
Defends & And offers sundry pleas in abatement of the p^lff's Writ w^h
are at large endorsed thereon and which the Court after Consideration
thereof had determine are not sufficient to abate the Writ and say the
same shall not abate saving which the deft further defends & pleads
that he never promised in manner and form as the p^lff in his
Declaration has alledged and thereof puts himself on the Country
And the p^lff likewise. In this case the Evidence being produced &
read the parties fully heard and all things touching the case fully
discussed It was committed to the Jury Capt. Ebenezer Hitchcock
foreman and fellows Who returned their Verdict on Oath that they
find for the p^lff one Pound money Damages and Cost of Court -
It's therefore Considered by the Court that the said Jonathan recover
against the said John the Sum of twenty Shillings lawful money
Damages And Cost of Court taxt at $\text{£}6.3.6$ - The deft by his said
Attorney appeals from the Judgment of this Court to the next Sup^r Court
of Judicature to be holden at Springfield within and for the County
of Hampshire on the fourth Tuesday of September next Who recog-
nized with Sureties as the Law directs for the Appellant prope-
cuting his Appeal there with Effect as ¹ D Recognizance on file
appears -

Daniel Wood and John Wood both of Brimfield in the County of Hamp-
 shire Deornen Plffs vs Josiah Woolcot of Oxford in the County of Worcester
 or
 Woolcot's
 Exec^{rs}

Inn holder Executor of the last will and Testament of Mary Woolcot late
 of Boston in the County of Suffolk widow deceased Deft in a plea of
 Covenant broken for that Edward Hutchinson late of Boston afores-
 Esq and Lydia his Wife And the said Mary Woolcot then of Salem in
 the County of Essex Wid^o on the twentieth day of March AD 1738 did
 Stile at Springfield aforesaid made sealed and delivered to the Plffs
 their Deed Poll of that date in which among other things it is -
 Witnessed that the same Edward Lydia and Mary in Consideration
 of the Sum of eight hundred pounds paid them by the plffs They
 absolutely granted and conveyed to the plffs and their heirs forever
 all that tract of Land in Brimfield aforesaid containing two hundred
 Acres adjoining to the South Side of Chiquapee River on both Sides
 Chiquapee brook as the same is described in and by a plat annexed
 to said Deed and according to a Grant of the great & General Court
 with its Appurtenances To have and to hold the same to the plffs
 & their Heirs to their own use in fee Simple and in & by said Deed the
 same Edward and Mary for themselves their Executors & Administrat^{rs}
 granted and covenanted to and with the plffs among other things
 That they the said Edward Lydia and Mary were lawfully seized of
 the Premises in their own proper right as of a good Estate of Inheritance
 in fee Simple and then had good right and full Power to grant &
 convey the same free and discharged of all other Incumbrances &
 that they the said Edward Lydia and Mary their Executors & Adm^{rs}
 should and would from time to time and at all times forever there-
 after defend the bargained and granted premises & the Appurtenan-
 ces thereof to the plffs and their heirs against the lawful Claims &
 Demands of all persons which Deed afterwards was duly acknow-
 ledged & recorded in the Registry of Deeds for our said County of Hamp-
 shire And an authentic Copy of Which Deed and plat in Court shall
 be produced (the original being burnt and lost by the act of God) and
 thereupon the plffs confiding in their title and Conveyance aforesaid
 entered on said Tract and held the whole thereof until after the Death
 of the said Lydia viz in the 23^d year of our reign (the same Edward and
 Mary being then living) One Benjamin Morgan entered on s^d Tract
 took possession of fifty acres thereof of the Value of four hundred pounds
 having a good title thereto & prior to the Date of said Deed of Which the
 same Edward and Mary were well knowing yet tho' requested did not
 defend the same to the plffs but suffered the said Benjamin to keep
 the Possession Who afterwards conveyed the same to one Phineas -
 Mirick Who still holds the same by a good legal title prior to said
 Deed as aforesaid And afterwards the same Edward died & the said
 Mary survived him And afterwards And afterwards Viz^t in the 25th
 year of our reign the said Mary died having by her last will and
 Testament ordained the deft when he should attain the age of twenty
 one Years her sole Executor Which age he has attained and now the
 plffs further say that neither the said Edward and Lydia & Mary
 nor any of them were at the time of the Date of said Deed law-
 fully seized of the whole of said Tract viz of the aforesaid fifty acres
 thereof

thereof or had Power and right to grant the same free & discharged of
all former grants & Incumbrances neither could they their heirs Executors
or Administrators defend the same fifty Acres of the premises by P^lts. Wood &
Woolcut's
Exec^{rs}
but the Title and freehold in said fifty acres was in one Morgan by
Priority of Right aforesaid and the p^lts were obliged to expend large sums
in pursuing sundry Actions during the life time of the Deft^r Testator
after the Entry of the said Morgan as aforesaid to regain the Possession
and for recompence for cutting the Wood and Timber growing thereon
but for want of a good Title as aforesaid could not recover the same &
the P^lts have finally lost part of said Tract viz the fifty acres afores^d
with all their Costs Expenses and Trouble aforesaid amounting to the
Sum of one hundred and fifty pounds more by Reason of the said
Edward Lydia and Mary having no title to said fifty acres thereof or
right to convey the same or power to defend the same as afores^d Whereby
the said Edward & Mary have not kept but broke & the said Mary has
broken her Covenants aforesaid and an action accrues to the p^lts ag^t
the Deft as Executor of the last Will and Testament of the last surviving
of said Covenants to recover their Damages aforesaid all which is to
the Damage of the P^lts as they say five hundred and fifty pounds -
The Parties in this case appear - And the said Josiah by J^r Worthington
Esq his Attorney comes and defends & reserving to himself Liberty of
altering this plea on the appeal pleads & says that the said Mary never
broke her Covenant with the p^lts as they in their Declaration have
alleged and thereof puts himself on the Country - And the P^lts reserv-
ing Liberty to waive the following Demurrer at the Trial of the Appeal
and to give any other Answer to the deft^r plea say the deft^r Plea is
an insufficient Answer to their Declaration and that by the Law of
the Land they are not held to reply thereto which they are ready to
verify and thereof pray Judgment and that their Damages & Cost
may be adjudged to them - & the Deft consenting says his plea is
sufficient & thereof he prays Judgment - It is therefore considered by
the Court That the said Josiah in his said Capacity recover against
the said Daniel and John his reasonable Costs taxed at £ -
The p^lts appeal from the Judgment of this Court to the next Super^r
Court of Judicature & to be holden at Springfield within & for y^e County
of Hampshire on the fourth Tuesday of September next & recognized
with Sureties as the Law directs to prosecute this appeal with effect
there as y^e said Recognizance on file appears -

Elijah Williams Esq of Deerfield in the County of Hampshire & Joseph
Pyntoon of Guilford in the County of New Haven & Colony of Connecticut Williams
Esq & J^r
Harvey
in New England Merchant P^lts vs Moses Hawy lately of Montague in
the County of Hampshire aforesaid yeoman deft. in a plea of the
Case for that the deft at said Deerfield on the 3^d Day of Oct^r 1750.
by his note for value rec^d promised the p^lts to pay them seventy six
pounds sixteen shillings & eight pence lawful money of this province or
the full value of that Sum in Deers Leather at the Market price
within twelve months from y^e Day yet tho' requested the deft. has
not paid the Contents of y^e Note or any part of the same but denies
to do it wth their Damage eighty four pounds - The Deft tho' three times
solemnly called to come into Court came not but made Default - It is -

Williams
v. Phelps
Hawley
It's therefore Considered by the Court that the said Elijah & Joseph recover against the said Mores the Sum of £76.16.8. lawful money Damages & Cost of Court taxed at £2.0.5. - After all which the debt by Charles Phelps Esq. his Attorney came into Court and appealed from the Judgment of this Court to the Next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and recognized with Sureties as the Law directs for the Appellants prosecuting his Appeal with Effect there as *pro* said Recognizance on file appears -

Meacham
vs
Montague
Israel Meacham of Enfield in the County of Hampshire yeoman p^lt^f vs Samuel Montague Jun^r of Sunderland in ^a County yeoman debt in a plea of the Case for that said Samuel at said Sunderland on the 20th of Nov^r 1789 by his note for value rec^d promised the said Israel to pay him ten pounds five Shillings by the first of May then next with use yet tho' often thereto requested has not paid it but neglects to do it to the Damage of the said Israel Twelve pounds - The p^lt^f appears - The debt tho' three times solemnly called to come into Court came not but made Default - It's therefore Considered by the Court that the said Israel recover against the said Samuel the Sum of £10.11.2 lawful money Damages & Cost of Court taxed at £1.10.1. - After all which the debt came into Court and appealed from the Judgment of this Court to the next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of Sept^r next and recognized with Sureties as the Law directs to prosecute his Appeal with Effect there as *pro* said recognizance on file appears -

Smith
vs
Watson
Paul Smith of Suffield in the County of Hartford in the Colony of Connecticut yeoman p^lt^f vs Robert Watson of Sheffield in ^a County of Hampshire Yeoman debt in a plea that the said Robert render to the said Paul fifty pounds which to him he owes and from him unjustly detains and whereon said Paul says that at said Springfield on the fourth Day of May last past said Robert by his bond under his hand and Seal of that date in Court to be produced bound himself wth Paul in the Sum of fifty pounds money to be paid him on Demand yet said Robert tho' often requested never paid the same nor any part thereof but unjustly neglects it to the Damage of s^d Paul fifty pounds - The parties appear - And the said Robert by Mr Zenas Huggins his Attorney comes and defends and reserving Liberty to alter his plea on the Trial on the Appeal pleads and says he is no trespasser and thereof prays Judgment and Judgment for his Cost - And the P^lt^f Consenting says the Debt^r plea is an Insufficient Answer to his Declaration and that by the Law of the Land He is not holden to answer thereto and this he is ready to verify and thereof prays Judgment and Judgment for his Debt and Cost. And the Debt says his plea is Sufficient - It's therefore Considered by the Court that the P^lt^f recover against the Debt the Sum of £25. lawful money being the Chancery of the abovesaid Bond Debt And Cost taxed at £2.0.1. - The debt by his said Attorney appeals from the Judgment of this Court to the next Superior Court of Judicature to be holden at Spring-

Springfield within and for the County of Hampshire on y^e fourth Tuesday of September next Who reognized with Sureties as the Law directs for the Appellant's prosecuting his Appeal with Effect there as by said Recognizance on file appears

John Smith the fourth of South-Hadley in the County of Hampshire Yeoman Plt^f. vs Nathan Alvord of the Same place Yeoman def^t. in a plea of the Case for that the def^t there on the on the fifth of April 1760 by his Note for value rec^d promised the plt^f to pay him the Sum of twenty pounds lawful money on Demand yet the def^t tho' often requested has not performed his said Promise but neglects it to the Damage of the Plt^f Twenty two pounds. The plt^f appears. The def^t tho' three times solemnly called to come into Court came not but made Default. It's therefore considered by the Court that the said John recover ag^t the said Nathan the Sum of £20. lawful money Damages & Cost of Court tax at £1.12.3. After all which the def^t by Joseph Hawley Esq^r his Attorney came into Court and appealed from the Judgment of this Court to the next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of Sept^r next and reognized with Sureties as the Law directs to prosecute his Appeal with Effect there as by said Recognizance on file appears

Caleb Day of Springfield in the County of Hampshire yeoman plt^f. vs Reuben Ely late of said Springfield now of a Place called N^o 4. in the Same County Yeoman def^t in a plea of the Case for that Whereas the said Caleb is our good honest true and faithful Subject and all his Life time hitherto hath carried and behaved himself so among all his Neighbours and others our good & faithful Subjects as to be esteemed by them a man of good name fame and Reputation and of an honest upright and faithful Conversation and behavior and all his Life hitherto hath lived without any blot or having committed any felony or larceny and from any such execrable and horrible Crime hath always hitherto lived free untoucht and unsuspected yet the said Reuben not ignorant of the premises but contriving and maliciously intending to defame scandalize and disquiet the plt^f and to subject him to Corporal Punishment, Worn the Plt^f, "for that the Plt^f and one Medad a Negro Man Servant for Life to Uisha Noble of Sheffield in said County Gent. at y^e Springfield on the Sixth Day of August Anno Domⁱ 1750 did with force & arms feloniously steal take and Carry away thirty six ounces of Silver of the value of twelve pounds and three hundred and fifty Copper half pence of the Value of twenty four Shillings all the goods and Chattels of Benjamin Leonard the younger of said Springfield Yeoman contrary to Law our Peace Brown & Dignity." before our Justices assigned to preserve our peace in and for our said County at our Court of General Sessions of the Peace holden at Springfield within and for our said County on the last Tuesday of August last without any probable Cause wickedly and maliciously caused and procured to be indicted and him the Plt^f on that amount prosecuted until he was thereof duly acquit. And the Plt^f says that by means of that Indictment caused and procured as aforesaid and by Warrant issued by order of said Court thereon he was then and there arrested and his body taken by -

128.
Day
or
Elly

by the Sheriff of the same County and that he was then and there brought before the Justices of the same Court and was then and there (to avoid Commitment to Close prison) obliged to become bound with sufficient Sureties to Us and our Successors by Recognizance in great Sums and also to become bound with sufficient Sureties in great Sums to said Benjamin Leonard to secure his said Caleb's personal Appearance at the next Court of General Sessions of the Peace to be holden at Northampton within and for said County on the second Tuesday of November last to answer to said Indictment when and where the plff says he appeared according to his said Recognizance to acquit himself of the felony above charged upon him in the Indictment aforesaid and for that purpose then and there before our said Justices of our said Court pleaded that he was not guilty of the felony aforesaid and thereof submitted himself upon his Country And that therefore immediately a Jury thereof ^{came} before our Justices and that the Jurors of that Jury for that purpose impanelled (being first chosen tried and sworn to declare the truth of & concerning the Premises) then and there upon their Oaths said that the plff was not guilty of the felony specified in said Indictment and charged on him as aforesaid and that it was then and there thereupon considered by our said Justices of said Court that the plff should from thence be discharged of the felony aforesaid - And the Plff says that by reason of the Premises he was brought into great Scandal and Disgrace and into Danger of Corporal Punishment And was subjected to great Trouble Anxiety and Concern and to great Expence of time and Money to acquit himself of the felony aforesaid charged upon him by the evil and malicious Procurement of the said Reuben as aforesaid Which wicked and malicious doing of the said Reuben therefore is to the Damage of the said Caleb the Sum of two hundred Pounds - The parties both appear. And the said Reuben comes and defends and for plea says that he is not guilty in Manner and form as the Plff in his Declaration has alledged and thereof puts himself on the Country - & the plff likewise - In this case the Evidence being produced and read The pleas & Allegations of the parties fully heard & all things touching the case fully discussed it was committed to the Jury Mr. Elijah Morton Foreman and fellows Who returned their Verdict on oath that they find for the plff fifteen pounds Damages and Cost of Court - It's therefore Considered by the Court that the said Caleb recover against the said Reuben the Sum of £15. lawful money Damages and Cost of Court last at £5. 19. 9. - The Deft by Mr. Cornelius Jones his Attorney appeals from the Judgment of this Court to the next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September Next and recognized with Sureties as the Law directs for the Appellant's prosecuting his Appeal with Effect there as if said Recognizance on file appears -

Warner
or
Bridges
Jonathan Warner of Hadley in the County of Hampshire Trader plff.
or Daniel Bridges late of Greenwich in D. County Husbandman deft.
in a plea of the Case for recovery of the Sum of two pounds 16/-
due

due for sundry articles of Merchandize &c as is at Large set forth in d
Pltff's Writ on file bearing Date the third Day of May Instant - The pl^y ^{Worner}
Appears the deft tho' three times solemnly called to come into Court ^{Bridges}
came not but made Default - It's therefore considered by the Court
that the said Jonathan recover against the said Daniel the Sum of
£2.10.0. lawful money Damages and Cost of Court taxed at £1.17.9. -
Exon is? 17 Decr 1760 -

Dan Smith of Suffield in the County of Hartford & Colony of Connecticut ^{Smith}
Yeoman pl^y - or Robert Watson of Sheffield in the County of Hampshire ^{Watson}
Yeoman deft. in A Plea of Debt for that the said Robert at S. Springfield
on the fourth Day of May Anno Domini 1759. by his bond under his
hand and Seal of that Date in Court to be produced bound & Obligated
himself to the said Dan in the Sum of fifty pounds money to be
paid to the said Dan on Demand yet said Robert tho' often thereto
requested has not paid the same or any part thereof but neglects it
to the Damage of the said Dan the Sum of Fifty pounds - The parties
in this case appear - And the Deft by Mr. Zener Huggins his Attorney
comes and defends and reserving to himself the Liberty of making a
new Plea at the trial on the Appeal pleads and says he is no Trespasser
and thereof prays Judgment & the pl^y consenting says the deft's plea is
an Insufficient Answer to his Declaration and that by the Law of the
Land he is not holden to answer thereto which he is ready to verify &
thereof prays Judgment & Judgment for his Debt & Cost - And the deft
says his plea is sufficient - It's therefore considered by the Court that
the said Dan recover against the said Robert the Sum of £25. lawful
money being the Chancery of the bond declared on Debt and Cost of Court
taxed at £2.0.0. - The deft by his said Attorney appeals from the
Judgment of this Court to the next Superior Court of Judicature to be
holden at Springfield within and for the County of Hampshire on
the fourth Tuesday of September next Who recognized with Sureties as
the Law directs to prosecute his Appeal with Effect there as by d
Recognizance on file appears -

Martha Parsons lately of Springfield in the County of Hampshire ^{Parsons}
now of Colchester in the County of Hartford in the Colony of Connecticut ^{Taylor}
Widow & Spinster Pl^y is Aaron Taylor of said Springfield yeoman deft
in a plea of the Case demanding thirteen pounds 6/0 with the interest
due by the deft's Note of the 20th of May 1756 as p the Writ on file dated
the 30th day of April last is at Large set forth - The pl^y appears - The deft
tho' three times solemnly called came not but made Default -
It's therefore considered by the Court that the said Martha recover ag^t
the said Aaron the Sum of £10.10.0. lawful money Damages & Cost of
Court taxed at £2.3.3. - Exon is? 3. June 1760 -

John Horsford of a place called West-Horsusby in the County of Hampshire ^{Horsford}
yeoman pl^y is Felix Powell of Sheffield in the same County yeoman ^{Powell}
def^t in a plea of the Case for that the deft ab^t Sheffield on the 23^d
of April 1757. by his Note for Value rec^d promised the pl^y to deliver him
50.00th of good bar Iron at Horsford's Iron Works in Canada on Demand
with Interest therefor till d Iron was delivered yet tho' requested and
altho' the pl^y hath been ever since ready to receive d Iron there the deft
hath never delivered the same but neglects it w^y Pl^y's damage seven pounds
the

129- The pltf appears The deft tho' three times solemnly called came
Horsford } not but made Default - It's therefore considered by the Court that
or
Powel. } the said Horsford recover against the said Powel the sum of Seven
Pounds 9/4 lawful money Damages and Cost of Court taxt at £2.16.3.

Loomis } Graves Loomis of Suffield in the County of Hartford in the Colony
or
Watson } of Connecticut yeoman pltf vs Robert Watson of Sheffield in the
County of Hampshire yeoman deft in a Plea that said Robert -
Render to said Graves fifty pounds which to him he owes and from
him unjustly detains and whereon said Graves says that at said
Springfield on the fourth Day of May in the thirty second year
of our Reign by his bond under his hand and Seal of that date in
Court to be produced bound and obliged himself to the said Graves
in the sum of fifty pounds money to be paid him on Demand yet
said Robert tho' often thereto requested has not paid the same nor
any part thereof but unjustly neglects it to the Damage of the s^d
Graves fifty pounds - Both parties appear - And the deft. comes &
defends and reserving to himself the Liberty of making a new plea
on the trial on the Appeal now pleads and says he is not a Tres-
passer and thereof prays Judgment & Judgment for his Cost - And
the Pltf consenting says the deft. plea is an insufficient Answer
to his Declaration and that by the Law of the Land he is not hold-
en to make answer thereto & thus he is ready to verify & thereof
prays Judgment and Judgment for his Debt and Cost - And the
deflt says his plea is sufficient - It's therefore considered by the
Court that the said Graves recover against the said Robert the sum
of £25. lawful money being the Channery of the bond declared on
Debt and Cost of Court taxt at £2.0.1. - The Deft by his Attorney
M^r Zeas Huggins appeals from the Judgment of this Court to the
next Superior Court of Judicature to be holden at Springfield in &
for the County of Hampshire on the fourth Tuesday of September
next Who recognized with Sureties as the Law directs for the said
Robert, prosecuting his Appeal to effect as s^d Recogn^{on} on file appears.

Cowles } Benjamin Cowles of Lanaan in Litchfield County in the Colony of
or
Miller } Connecticut Gent. & Jnrholder Pltf vs Abraham Miller of Sheffield in
the County of Hampshire Trader deft. in a plea of the Case for that s^d
Abraham at said Sheffield on the 20th of March 1759. by his note
for value rec^d promised said Benj^a to pay him or his order thirty one
pounds 4/7. lawful money within a month with Interest till paid
yet tho' requested has not paid it nor any part thereof but neglects
it to the pltf's damage forty pounds - The pltf appears - The deflt tho'
three times solemnly called came not but made Default -
It's therefore considered by the Court that the said Benjamin.
recover ag^t the s^d Abraham if sum of £33.8.3 1/2 lawful money Dam^s.
& Cost of Court taxt at £2.15.7. - After all which the Deft by John
Ashley Esq his Attorney came into Court and appealed from the
Judgment of this Court to the next Superior Court of Judicature to be
holden at Springfield within and for the County of Hampsh^r on
the fourth Tuesday of Sept^r next Who recognized with Sureties as the
Law directs for the deflt. prosecuting his Appeal with Effect As s^d
said Recognizance on file appears -

David Ingersoll of a New Township commonly called Spencer town in the County of Hampshire gent. pltf. or Aaron Lornise of Sheffield in the same County Husbandman deft. In a plea of the Case demanding Thirteen pounds which the deft by his note of the 20th of April 1750 promised him to pay him within three months with interest - yet & as if the Writ on file fully appears - The pltf appears - The deft. tho' three times solemnly called came not but made Default - It's therefore considered by the Court that the said David recover against the said Aaron the Sum of £ lawful money Damages and Cost of Court last at £2. 14. 7. —

David Ingersoll of a place known by the Name of Spencer town in the County of Hampshire gent. pltf. or Ebenezer Fletcher of Salisbury in the County of Litchfield in the Colony of Connecticut Physician deft. in a plea of Debt demanding forty pounds current money which the deft by his bond dated August 20th 1742 bound himself to the pltf to pay him on Demand & as if the Writ on file fully appears - The pltf appears. The Deft tho' three times solemnly called came not but made Default. It's therefore considered by the Court that the said David recover against the said Ebenezer the Sum of £0. 14. 4. 2 lawful money being the Penalty of the bond declared on Debt & Cost last at £2. 14. 3. —

David Ingersoll of a New Township commonly called Spencer town in the County of Hampshire gent. pltf. or Matthew Van Gilder of the District of Egremont in the same County Husbandman deft. in a plea of the Case for that the deft at said Springfield on the second of March 1750 by his Note for value rec^d promised the pltf to pay him two pounds wth 6 money with use yet tho' Requested he. not done it but neglects it to his Damage eight pounds - The pltf appears - The deft. tho' three times solemnly called came not but made Default - It's therefore considered by the Court that the s^d David recover against said Matthew the Sum of £2. 0. lawful money Damages and Cost of Court last at £2. 15. 3. — After all which the deft by John Worthington Esq his Attorney came into Court and appealed from the Judgment of this Court to the next Superior Court of Judicature to be holden at Springfield in and for said County of Hampshire on the fourth Tuesday of September next & recognized with Sureties as the Law directs for said Matthew's prosecuting his Appeal to Effect there - As if s^d Recognizance on file appears

David Ingersoll of a New Township called Spencer town gent. pltf. or Jacob Van Gilder of Egremont in the County of Hampshire Husbandman deft. In a plea of the Case demanding two pounds 17 money & if the due by the deft's Note of the 25th of April 1757 - & as if 4th Writ - The Pltf. in this Case being three times solemnly called came not but was Non-suit - The deft appears & moves for Cost - It's therefore considered by the Court that the Deft recover against the pltf his reasonable Cost last at £1. 10. 0. — Exon 4. July 1760.

Ingersoll } David Ingersoll of a New Township called Spencer Town in the
 or } County of Hampshire gent p^lt^f vs James Root of Sheffield in the
 Root } same County Joyner def^t in a Plea of the Case for that s^d James at
 said Sheffield on the 10th of May 1757 by his note for Value rec^d -
 promised said David to pay him on order Six pounds 4^s 6^d money one
 month after that Date & use yet tho' often requested has never done it
 but Neglects it to the s^d David's Damage Ten pounds - The p^lt^f
 appears The def^t tho' three times solemnly called came not but
 made Default - It's therefore Considered by the Court that the
 said David recover against the said James the Sum of £6.14.2 -
 lawful money Damages and Cost of Court tax at £2.14.7 -
 After all which the Def^t by Mr Zenas Huggins his Attorney came
 into Court and appealed from the Judgment of this Court to the
 next Superior Court of Judicature to be holden at Springfield
 within and for the County of Hampshire on the fourth Tuesday
 of September next Who recognized with Sureties as the Law directs
 for the said James' prosecuting his appeal to Effect there -
 As s^d Recognizance on file appears -

Same } David Ingersoll of a New Township commonly called Spencer town
 or } in the County of Hampsh^r gent p^lt^f vs Stephen Kelsey of Sheffield
 Kelsey } in the same County yeoman Def^t in a plea of the Case demanding
 four pounds 10^s 3^d 2^d money w^h is due with the Interest thereof by the
 def^t note of the 5th of July 1757 as p^r q^d Writ bearing date the 30th
 of April last appears - The p^lt^f appears. The def^t tho' three times
 solemnly called came not but made Default - It's therefore Con-
 sidered by the Court that the said David recover ag^t the said
 Stephen y^e Sum of £5.0.0. law^l Money Dam^s & Cost tax at £2.10.3.

Same } David Ingersoll above-named P^lt^f vs Jeremiah Omstead of
 or } Sheffield in the County of Hampsh^r yeoman def^t in a plea of
 Omstead } the Case for Recovery of fourteen pounds 10^s money with the Inter-
 est thereof due by the def^t note dated the 16th of May 1757 - as p^r
 the Writ on file bearing date y^e 30th day of April last fully appears.
 The p^lt^f appears. The def^t tho' three times solemnly called did
 not come but made Default - It's therefore Considered by the Court
 that the s^d David recover against the said Jeremiah the Sum of Seven-
 teen pounds 12^s 1^d 2^d lawful money Dam^s & Cost of Court tax at £2.14.7 -

Same } David Ingersoll aforesaid p^lt^f vs Ichabod Avery living on Land called
 or } Province Land West of Sheffield & in the County of Hampsh^r yeoman def^t
 Avery } in a plea of the Case for that the def^t at Springfield afores^d on the 30th of
 December 1756 by his note for value rec^d promised the p^lt^f to pay him on
 £20 lawful money two years after that date with Interest Yet tho' often
 requested has not done it but neglects it to y^e P^lt^f Damage £25 -
 The p^lt^f appears. The def^t tho' three times solemnly called came not
 but made Default - It's therefore Considered by the Court that
 the said David recover against the said Ichabod the Sum of twenty
 four pounds one Shilling and eight pence lawful money Dam^s
 and Cost of Court tax at £2.10.11. - After all which the s^d Ichabod
 by Mr Zenas Huggins his Attorney came into Court and appealed
 from

From the Judgment of this Court to the next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and by his said Att^y recognized with Sureties as the Law directs to prosecute his appeal to Effect there as by said Recognizance on file appears —

David Ingersoll abovenamed pl^{tf} vs Ebenezer Tumble of Sheffield in the County of Hampshire Husbandman def^t in a plea of the Case for that said Ebenezer at said Sheffield on the 16th of April 1757 by his note for Value rec^d promised s^d David by the Name of David Ingersoll of s^d Sheffield to pay him or order thirty pounds New York money (equal to £22.10. lawful money) within twelve months yet tho' often requested has not done it but neglects it to y^e s^d David's Damage thirty pounds. The Pl^{tf} appears - The def^t tho' three times solemnly called came not but made Default - It's therefore considered by the Court that the pl^{tf} shall recover against the said Eben^r the Sum of £22.10. lawful money Damages and Cost of Court last at £2.14.7 - After all which the Def^t by M^r Zenas Huggins his Attorney came into Court and appealed from the Judgment of this Court to the next Superior Court of Judicature to be holden at Springfield within and for the County of - Hampshire on the fourth Tuesday of September next Who recognized with Sureties as the Law directs for the said Ebenezer's prosecuting his Appeal to Effect there as s^d Recognizance on file appears.

David Ingersoll abovenamed pl^{tf} vs Ebenezer Smith of Exeter in the County of Hampshire Joyner def^t in a plea of the Case for that the def^t at Sheffield in s^d County on the 25th of August 1758 by his Note of that date for value received promised the pl^{tf} to pay him or Order seven pounds 2/6 Six months after that Date with Interest yet tho' requested he has never done it but neglects it to the Damage of the s^d David fifteen pounds - the pl^{tf} appears - The def^t tho' three times solemnly called came not but made Default - It's therefore considered by the Court that the said David recover ag^t the said Ebenezer Smith the Sum of £7.17.6.2 lawful money Damages and Cost of Court last at £2.15.3. - After All which the def^t by John Worthington Esq his Attorney came into Court and appealed from the Judgment of this Court to the next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next Who recognized with Sureties as the Law directs for said Ebenezer's prosecuting his Appeal to Effect there as s^d Recognizance on file appears —

Isaac Isaac of New Haven in the County of New Haven & Colony of Connecticut Shopkeeper pl^{tf} vs Phineas Smith of Sheffield in s^d County of Hampshire Trader def^t in a plea of the Case for that the def^t at s^d Sheffield on the last of February last owed the pl^{tf} two hundred and eighty pounds for sundry goods, Wares and Merchandizes according to the Account to the Wit annexed & then & there promised him to pay him the Same on Demand yet tho' often thereto requested has never paid the Same but unjustly neglects it to the pl^{tf} Damage three Hundred pounds - The pl^{tf} appears - The def^t tho' three times solemnly called to come into Court came not but made Default - It's

Isaacs } Its therefore considered by the Court that the said Isaac recover
 or Smith } against the said Phineas the Sum of £200.0.0 lawful money
 Damages and Cost of Court taxed at two pounds sixteen Shill. & 5.
 After all which the deft by M^r Zenas Huggins his Attorney came
 into Court and appealed from the Judgment of this Court to the
 next Superior Court of Judicature to be holden at Springfield in and
 for the County of Hampshire on the fourth Tuesday of Sept^r next Who
 recognized with Sureties as the Law directs for the s^d Smith, pro-
 secuting his Appeal to Effect there as s^d Recognizance on file appears -

Root } Jonathan Root of Sheffield in the County of Hampshire Gent^r Pltff
 or Collins } vs John Collins of the same place Blacksmith deft. in a plea of the
 Case for that said John at said Sheffield on the Seventh day of Jan^y
 1758. by his Note for Value rec^d promised the pltff to pay him four
 pounds 18/6 by the Sixth of February then next with Interest from
 that time till paid yet the requested has not fulfilled his promise
 but neglects it to the pltff's damage Ten pounds - The pltff appears.
 The deft tho' three times solemnly called came not but made
 Default. Its therefore considered by the Court that the s^d
 Jonathan recover against the said John the Sum of £5.6.2 -
 lawful money Damages And Costs of Court taxed at 2.10.1 -
 After all which the deft by M^r Zenas Huggins his Attorney
 came into Court and appealed from the Judgment of this
 Court to the next Superior Court of Judicature to be holden at
 Springfield within and for the County of Hampshire on the
 fourth Tuesday of September next Who recognized with Sureties
 as the Law directs for the s^d John's prosecuting his appeal
 with Effect there As s^d Recognizance on file appears -

Reed } William Reed of Salisbury in the County of Litchfield & Colony of
 or Church } Connecticut yeoman Pltff vs Josiah Church of Sheffield in the County
 of Hampshire husbandman deft In a plea of the Case demanding seven
 pounds & eight Pence New York money (equal to five pounds 5/6 lawful
 money) due by s^d Deft's Note of the Second of March 1759 as s^d the Writ
 on file bearing date the 25th of February last is fully set forth -
 The pltff appears. The deft tho' three times solemnly called did not
 appear but made Default - Its therefore considered by the Court
 that the said William recover ag^t the said Josiah the Sum of
 £5.5.6 law^l Mony Damages & Cost of Court taxed at £2.13.5 -
 Execn is at 12th February 1761.

Talcot } Matthew Talcot of Middletown in the County of Hartford & Colony of
 or Blogget } Connecticut Gent^r Pltff vs Asa Blogget of Sheffield in the County of
 Hampsh^r Trader deft. in a plea of the Case for the Recovery of four
 Pounds 19/6 due by the deft's Note of the tenth of January 1756.
 As s^d the Writ on file bearing Date the 10th of February last fully
 appears - The pltff appears - The deft tho' three times solemnly
 Called to come into Court came not but made Default -
 Its therefore Considered by the Court that the said Matthew
 Recover against the said Asa the Sum of £4.19.6 lawful
 mony Damages and Cost of Court taxed at £2.7.5 -

James Bentley of Salisbury in the County of Litchfield in & Colony
of Connecticut Husbandman plff vs Prince West late of Sheffield Now
Resident at Stockbridge in the County of Hampshire Carpenter def^t. West
in a plea of the Case for Recovery of the Sum of fourteen pound with
the Interest due upon the def^t. Note of the 28th of May 1759 as & the
Writ on file bearing date the 3^d of May Current is fully set forth. The plff
appears. The def^t tho' three times solemnly called came not but made
Default. Its therefore considered by the Court that the 1st James recover
against the said Prince the Sum of £14.10.9. lawful money Damages
and Cost of Court taxt at £2.7.9. —

Jonathan Morton of Hatfield in the County of Hampshire gent. plff
vs Timothy Nash lately of the Plantation called Roadtown in & County
yeoman def^t in a plea that he render to the plff sixty pound, which
to him the def^t owes and from him detain for that the def^t at said
Hatfield on the 24th of April 1759. by his bond in Court to be produced
bound himself to the plff in 2^d Sixty pound to be paid him on De-
mands yet said Tim^o tho' often thereto requested has not paid said
Sum nor any part thereof to the plff but denies to do it to his Damage
Seventy Pound. The plff appears. The def^t tho' three times solemnly
called to come into Court came not but made Default. Its therefore
considered by the Court that the said Jonathan recover against the
said Timothy the Sum of £29.14.2 lawful money being & Chancey
of said Bond Debt And Cost of Court taxt at £4.17.6. After all which
the def^t by Charles Phelps Esq his Attorney came into Court and
appealed from the Judgement of this Court to the next Superior
Court of Judicature to be holden at Springfield within and for the
County of Hampshire on the fourth Tuesday of September next who
Recognized with Sureties as the Law directs to prosecute his 2^d
appeal with Effect there as & said Recognizance on file appears.

David Ingersoll of Spencer town so called lying West of Stockbridge in the
County of Hampsh^r. Gent. plff vs Jonathan North of Sheffield in the
same County formerly resident at Canaan in the County of Litchfield North
yeoman def^t in a plea of the Case for the Recovery of three pound 14/3
due by the def^t. Note of the eighth of Nov^r. 1756 with the Interest as
& the Writ on file bearing date the 5th of May Inst. at large appears.
The plff appears. The def^t tho' three times solemnly called did not
appear but made Default. Its therefore considered by the Court
that the plff recover ag^t the def^t the Sum of £4.7.6 lawful money
Damages & Cost of Court taxt at £2.14.7.

David Ingersoll above named plff vs Eliather New of Sheffield in
the County of Hampshire Yeoman def^t in a plea of the Case for & Recovery
of three pound three Shillings for Sundry Articles of auit & Interest as
according to & auit by & Writ on file annexed & all which by & same is
more largely set forth. The plff appears. The def^t tho' three times
solemnly called to come into Court came not but made Default.
Its therefore considered by the Court that the said David
recover against the said Eliather the Sum of £2.10.10^h lawful
mony Damages And Cost of Court taxt at £2.10.3.

William
Davis } Bill Williams of Sheffield in the County of Hampshire yeoman
pltf or Henry Davis of the same place Joyner def^t in a plea of Case
for the Recovery of nine pounds with the Interest due by the def^t.
Note of the 5th day of Oct^r 1759. as if the Writ on file bearing
date the fifth of May Current fully appears. - The pltf appears -
The def^t tho' three times solemnly called to come into Court came not
but made Default - It is therefore considered by the Court that
the said Bill recover against the said Henry the Sum of £9. 6. 11.
lawful money Damages and Cost of Court last at £2. 9. 9. -

Dewey
Dewey } Israel Dewey of Sheffield in the County of Hampshire yeoman
Who as well for the poor of the Town of Westfield in said County as
for himself in this behalf prosecutes pltf or Thomas Dewey
lately of Westfield aforesaid yeoman def^t in a plea that the
def^t render to the said poor of the Town of Westfield aforesaid &
the pltf Who prosecutes as aforesaid one hundred and twenty pounds
lawful money of this province which the def^t owes the said poor &
the Pltf for this that whereas Thomas Dewey lately of Westfield
aforesaid Who dwelt last at said Westfield yeoman deceased on the
the fifteenth Day of March Anno Domini 1758 at Westfield aforesaid
died leaving his last will and Testament in writing signed and in all
points lawfully executed by said dec^d in the Hands and Possession of
the def^t and in said Will the def^t was by said deceased named and
appointed Sole Executor thereof the def^t at said Westfield ever since
the aforesaid Time of the death of said deceased having had perfect
Knowledge of the Premises and that he and no other was named and
appointed Executor of said Deceased's Will without any just or reasona-
ble cause or excuse made and accepted for the Delay herein after mention^d.
or that the def^t can make did not within thirty Days next after the
Decease of said Thomas Deceased the testator either present said Will for
probate or cause said Will to be proved and recorded in the Office of
Register of Wills of our said County of Hampshire (being the County
wherein said deceased last dwelt) nor did the def^t within said thirty
days present said Will and declare his refusal of the Executorship
of said Will And the def^t has also for and by the space of twenty
four months to be computed from and after the Expiration of the
said thirty Days next after the decease of said Testator willingly &
Obstinately altogether forborn and delayed refused and neglected
either to present said Will for probate or present the same & declare
his refusal of the Executorship thereof or to prove said Will & cause
it to be recorded in the said Register's Office aforesaid or in any
manner whatsoever to cause probate of said Will to be made and
And that without any reasonable or just cause or excuse made
and accepted or that can be made or alledged by the def^t for such
Delay and Neglect against the form of one ^{Law} Statute of this province
in such case thereof antiently made and provided whereby the def^t
has forfeited to the said poor of said Town of Westfield and to the
pltf (Who as well for said Poor as for himself prosecutes) one
hundred and twenty pounds lawful money of this province viz
for every Month of said twenty four months from the Expiration
of said thirty days next after the aforesaid decease of said Testator during

during and in which the debt without any reasonable or just cause or excuse made and accepted or that can be made and alledged by him Dewey continued in the Delays Neglects and Defaults above declared of Dewey against the form of the Statute aforesaid five pounds and Whereby Action accrues to the plff who sues as aforesaid to demand & have of the debt the said sum of one hundred and twenty pounds forfeited as aforesaid Nevertheless the debt tho' often required has not paid said hundred and twenty pounds or any penny thereof to the said poor of the said town of Westfield and to the plff who prosecutes as aforesaid or either of them but he wholly denies to do it To the Damage of the said Israel suing as aforesaid the sum of one hundred and thirty pounds - Both Parties appear. And the said Thomas comes and defends and for plea says that he owes Nothing in manner and form as the plff in his Declaration has alledged and thereof puts himself on the Country - Upon which Issue was joined - In this case the Evidence being produced in Court and heard the pleas and Allegations of the parties fully heard & All things touching the Case fully discussed it was committed to the Jury Mr Ebenezer Hitchcock Jurorman and fellows Who returned their Verdict on Oaths that they find for the Debt Cost of Court - It's therefore considered by the Court that the said Tho^s recover against the said Israel who sues as aforesaid his reasonable Cost last at - The plff by his Attorney Joseph Hawley Esq appeals from the Judgment of this Court to the next Superior Court of Judicature to be holden at Springfield within And for the County of Hampshire aforesaid on the fourth Tuesday of September next Who recognized with Sureties as the Law directs for the said Israel prosecuting his Appeal to Effect there as I said Recognizance on file appears -

Cornelius Vanschaack of Rensselaerhook in the County of Albany and Province of New-York Merchant plff vs Robert Watson Jun^r of the County of Hampshire Carpenter & Trader debt in a plea of Case for the Recovery of Six pounds 4/2 new York money equal to four pounds 19/11 lawful money with the Interest due by the debt note of the 15th of January 1759 as p^r the Writ on file bearing Date the 10th day of April last more fully appears - The plff appears. The debt tho' three times solemnly called did not appear but made Default - It's therefore considered by the Court that the said Cornelius recover against the said Robert the Sum of £5.0.7 - lawful money Dam^t & Cost last at £2.19.4. Upon it 3rd June 1760.

Cornelius Vanschaack abovenamed plff vs Phineas Smith of Sheffield in the County of Hampshire Trader debt in a plea of Case for that the debt at S^d Sheffield on the 10th of March 1755 by his note for Value received promised to pay the plff or his order Six pounds 3/6 New York Money with Interest (which Interest is 3% off same money) equal in the Whole to Six pounds & 14th lawful money yet tho' often thereto requested the debt hath not paid the same sums nor any part but neglects to do it to the plff damage ten pounds - the plff appears. The debt tho' three times solemnly called came not but made Default - It's

Vanschaack } It's therefore Considered by the Court that the said Cornelius
Smith } recover against the said Phineas the Sum of £3, 0, 9. After all
 Money Damages and Cost of Court last at £3, 0, 9. After all
 which the said Phineas by Mr. Zenas Huggins his Attorney came
 into Court and appeared from the Judgment of this Court to
 the next Superior Court of Judicature to be holden at Springfield
 within and for the County of Hampshire on the fourth Tuesday
 of September next Who recognized with Sureties as the Law di-
 rects for the deft. prosecuting his Appeal to effect there as *P*
 said Recognizance on file appears —

Same } Cornelius Vanschaack abovenamed pltf vs Anthony Austin of
Austin } Sheffield in the County of Hampshire yeoman deft in a plea of
 the Case as *P* the Writ on file is fully set forth - The pltf in this
 case was three times called and came not but was Nonjurit - The
 deft appears and moves for his Cost - It's therefore Considered by
 the Court that the said Anthony recover against the *P* Cornells
 his reasonable Cost last at £1, 7, 0. Expense is £3 June 1760 —

Hibbee } Isaac Hibbee the third of Enfield in the County of Hartford in the
Blogget } Colony of Connecticut in New England Trader pltf vs Asa Blogget of
 Sheffield in the County of Hampshire Trader & Yeoman deft in a plea
 of the Case for the recovery of four pounds 10/ lawful money & Interest
 due by the deft. note of Feb 24th 1759 as *P* the Writ on file bearing date
 the 10th of Febry last &c - The pltf appears - The deft tho three times
 solemnly called came not but made Default - It's therefore consi-
 dered by the Court that the said Isaac recover against the *P* Asa
 the Sum of £4, 10, 0. lawful money Dam. & Cost last at £1, 19, 9 —

Smith } Phineas Smith of Sheffield in the County of Hampshire Trader
Andras } pltf vs Abraham Androws of the District of Egremont in the
 same County yeoman deft in a plea of the Case demanding two
 pounds 17/7. lawful money for sundry Articles of Debt &c as *P* *y*
 Writ bearing date the 4th of March last fully appears - The pltf
 appears, the Deft tho three times solemnly called did not ap-
 pear but made Default - It's therefore Considered by *y* Court
 that the said Phineas recover against the said Abraham the
 Sum of £2, 17, 7. lawful money Dam. & Cost of Court last at £2, 10, 9.

William } William Williams of Salisbury in the County of Litchfield in
Clarke } the Colony of Connecticut Physician pltf vs David Clarke of Shef-
 field in the County of Hampsh^r yeoman deft in a plea of *y* Case
 &c. This Case by Consent of the parties is continued to the next
 inferior Court of Common pleas to be holden at Springf^d for the
 County of Hampsh^r on the last Tuesday of August next

Worthington } John Worthington of Springfield in the County of Hampsh^r Esq.
Jagersoll } pltf vs David Jagersoll late of Sheffield in the same County Gent.
 deft. in a plea of the Case for the Recovery of fifteen pounds 2/7.
 lawful money to balance Accts &c All which is at large set forth in
 the writ on file bearing date the 25th day of March last - The pltf
 appears the deft tho three times solemnly called did not appear
 but made Default — It's

It's therefore Considered by the Court that the said John recover against the said David the Sum of fifteen pounds two Shillings & Seven pence lawful money Damages & Cost of Court tax at £15.10.7.

David Ingersoll late of Sheffield in the County of Hampshire (Who now lives about 14 miles west of said Sheffield on the Road thence to Albany) ^{Ingersoll} vs Samuel Winchell Jun^r of Egremont in the County of Mass^{ts} ^{Winchell} yeoman Deft. in a plea of the Case for that said Samuel at Springfield in said County on the 31st of March by his Note for value rec^d promised said David to pay him or order twenty two pounds 7/4 within two months with use yet tho requested he has not done it but neglects it to the Damage of the said David twenty five pounds. The p^lff appears. The de^ft. tho three times solemnly called did not appear but made Default. It's therefore Considered by the Court that the said David recover against the said Samuel the Sum of £27.10.6. lawful money Damages and Cost of Court tax at two pounds 10/7. - After all Which the de^ft. by John Ashley Esq. his Att^o came into Court and appealed from the Judgment of this Court to the next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next Who recognized with Sureties as the Law directs for the Appellant, prosecuting his Appeal with effect there as by y^e same Recognizance on file appears

David Ingersoll last abovenamed p^lff vs John Hamlin of Sheffield in the County of Hampshire yeoman Deft. in a plea of the Case for that said John at said Sheffield on the 21st of Feby 1757 by his Note for Value rec^d promised said David to pay him or Order twenty Seven pounds 17/ lawful money within eighteen months with use yet tho often requested has not done it but neglects it to the said David's damage thirty pounds. - the p^lff appears, the De^ft. tho three times solemnly called did not appear but made Default. - It's therefore Considered by the Court that the said David recover against the said John the Sum of £19.3.4. lawful money Dam^s and Cost of Court tax at £2.16.7. - After All which the de^ft. by John Ashley Esq. his Att^o came into Court and appealed from the Judgment of this Court to the next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of Sept^r next Who recognized with Sureties as the Law directs for the Appellant, prosecuting his Appeal with Effect there As y^e said Recognizance on file appears.

David Bagg of Westfield in the County of Hampshire yeoman p^lff vs Samuel Lamb of the same place yeoman de^ft in a plea of the Case for that the said Samuel Lamb at said Westfield on the 8th of April last by his Note for Value received promised the said David to pay him twenty Seven pounds money on Demand with use yet tho often thereto requested he has not paid the same nor any part thereof but Neglects it to the Damage of said David twenty nine pounds. - The parties appear. & the de^ft. saving to himself the Liberty of making a New plea on the Trial on the appeal says he is not guilty of the Assault alledged against him and thereof puts him-

Bagg } Himself on the Country - And the plff consenting says the deff
 Lamb } plea aforesaid and Matters therein contained is an insufficient answer
 to his Declaration and that by the Law of the Land he is not holden
 to make Answer thereto and this he is ready to verify and thereof
 prays Judgment and Judgment for his Damages and Cost - And the deff
 says his plea is sufficient - It's therefore considered by the Court that
 the said David recover against the said Samuel the sum of £27.4.2
 lawful money Damages and Cost of Court tax at \$1.11.1 - The deff
 by Mr. Cornelius Jones his Attorney appeals from the Judgment
 of this Court to the next Superior Court of Judicature to be holden at
 Springfield within and for the County of Hampshire on the fourth
 Tuesday of September next Who recognized with Sureties as the Law
 directs for the Appellant's prosecuting his appeal with Effect
 there as by his said Recognizance on file appears ~

Hartman } Matthias Hartman of Sheffield in the County of Hampshire yeoman
 Staunton } Plff. vs Elijah Staunton of the same Sheffield yeoman deff in a plea
 of the Case for that whereas the said Elijah at said Sheffield on the
 tenth day of March 1759 requested the said Matthias that he would
 go with the said Elijah and drive one of the Waggons employed
 in our Service in transporting Provisions and Stores from Albany
 to Lake George and the said Elijah then and there promised the
 said Matthias that in consideration he would go with him and drive
 one of our Waggons under him the said Elijah as his Officer and
 Commander that he the said Elijah would well and truly pay him
 the said Matthias five Shillings lawful money of our Colony of New
 York for every day he should be employed in said Service and would
 pay him the same in a Reasonable time And the said Matthias
 says that relying on the said promise of the said Elijah he went
 with said Elijah entered on said Business accordingly undersaid
 Elijah as his Officer and Commander in said Service and therein
 continued and served under the said Elijah two hundred and eighty
 three days between said tenth day of March and the eighteenth
 day of December following by driving one of our Waggons as aforesaid
 under the Conduct and according to the orders and Directions of said Elijah
 the Number of Days aforesaid in the term aforesaid all which the
 said Elijah at said Sheffield ever since hath well known and for
 which according to the said promise and agreement of said Elijah he
 says he ought to have received from said Elijah Seventy pounds 15s
 lawful money of our said Colony of New York as aforesaid which
 is equal to fifty three pounds one Shilling and three pence lawful
 money of this province yet said Elijah tho' often requested hath
 never paid the same And also for that the said Elijah at said
 Sheffield on the last day of December last owed the plff twenty
 two pounds nine Shillings and three pence lawful money for Labor
 by him before that time done and performed for said Elijah at
 his special Instance and request according to the annexed A/c't
 (that is the A/c't annexed to the Writ) and then and there promised
 the plff to pay him the same on Demand yet said Elijah tho'
 often thereto requested hath never paid the same nor any part
 thereof but unjustly neglects it ~

To the Damage of the said Matthias Twenty five Pounds - The parties appear - And the said Elijah comes and defends & and pleads in bar to the first Declaration contained in the foregoing Writ as insufficient & was is at large endorsed on the Writ on file - ^{Dr. Matthias says his said Declaration is sufficient & that the Court} which plea of the deff the Court having fully considered determine is sufficient & and say that the p^l of this his action so far as it respects said Declaration first in said Writ contained shall be and hereby is barred. And the deff reserving to himself Liberty to alter his plea on the Appeal at the Superior Court says further in his defence that the promise in the second Count laid in this Writ is not his act and deed and thereof prays Judgment - And the p^l agreeing to the Deff's Reservation says that the deff's foregoing plea is an insufficient Answer to his Second Count and that by Law of the Land he is not bound to make answer thereto which he is ready to verify and thereof prays Judgment & - And the deff says his plea is sufficient - It's therefore considered by the Court that the said Matthias recover against the said Elijah the Sum of £22. 9. 3. lawful money Damages and Cost of Court taxed at £2. 0. 0. The Deff. by Joseph Hawley Esq his Attorney appeals from Judgment of this Court to the next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next Who recognized with Sureties as the Law directs for the Appellants prosecuting his Appeal with Effect as by the same Recognizance on file appears -

Ephraim Pease of Enfield in the County of Hampshire yeoman p^l vs Amor Bull of Granville in the same County yeoman deff in a plea of the Case for the Recovery of two pounds 6/8 lawful money by Interest due by the deff's Note of the Sixth of June 1758 as p^l of Writ on file bearing date the sixteenth of April last fully appears - The p^l appears - The deff tho' three times called did not appear but made Default - It's therefore considered by the Court that the Pease recover against the said Bull the Sum of £2. 14. 5 1/2 lawful money Damages and Cost of Court taxed at £1. 15. 3.

James McClister of Enfield in the County of Hampshire yeoman p^l vs Robert Watson Jun^r of Sheffield in the same County yeoman deff in a plea of the Case for that said Robert at said Springfield on the 20th of April 1759 by his note for value rec^d promise said James to pay him thirteen pounds within six months & if not then paid with use till paid but tho' often requested said Robert has not paid, or any part of it but neglects it to the said James's Damage Seventeen pounds. The p^l appears - The deff tho' three times solemnly called did not appear but made Default - It's therefore considered by the Court that the said James recover against the Robert the Sum of £13. 9. 2 lawful money Damages and Cost of Court taxed at £1. 10. 0 - After all Which the deff by Mr. Lemas Huggins his Att^r came into Court & appealed from the Judgment of this Court to the Next Sup^r Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next Who recognized with Sureties as the Law directs for the Appellants prosecuting his appeal with Effect there as said Recognizance on file appears -

Tatlow's { Jonathan Loring of Marlborough in the County of Middlesex Gent^{le}
Exec^r { Executor of the Last will and Testament of Thomas Tatlow late of the
Church { same place yeoman dec^d Plt^f vs John Church of Sheffield in County
 of Hampshire yeoman def^t in a plea that the def^t render to him twenty
 one pounds 11/9 lawful money which he owes to him in that capacity by
 his bond of the 18th of January in the 19th year of the King's Reign & all
 which at large appears in the Writ on file dated the 25th of March last.
 The pl^t appears. The def^t also appears and confesses the forfeiture of
 the abovesaid bond praying an equitable Chancery & It's therefore
 Considered by the Court that the said Jonathan in his said
 Capacity recover against the said John the Sum of £7.12.0.3.
 lawful money being the Chancery of the bond declared on Debt
 and Cost of Court tax at £2.16.5

Veasey { Jeremiah Veasey of Windsor in the County of Hartford in the Colony of
or { Connecticut yeoman pl^t vs John Collins of Sheffield in the County
Collins { of Hampshire yeoman def^t in a plea of the Case for the Recovery of
 Seven pounds 10/ lawful money due by the Def^t Note of the 10th of
 Oct^r last & ad^d the Writ on file bearing date the twenty fifth day
 of March last more fully appears. The pl^t appears. The def^t tho
 three times solemnly called to come into Court came not but made
 Default. It's therefore Considered by the Court that the said
 Jeremiah recover against the said John the Sum of £7.10.0 -
 lawful money damages & Cost of Court tax at £2.1.1. —
 After all which the def^t by Mr. Zenas Huggins his Attorney came
 into Court and appealed from the Judgment of this Court to the
 next Superior Court of Judicature to be holden at Springfield
 within and for the County of Hampshire on the fourth Tuesday
 of September next Who recognized with Sureties as the Law direct
 for the appellants prosecuting his Appeal with Effect there
 as I said Recognizance on file appears —

Brewer { Moses Brewer of Sudbury in the County of Middlesex Esq. pl^t.
or { vs Benj^l Lovejoy yeoman Who lives on Land lying west of Sheffield
Lovejoy { (in no town) in the County of Hampsh^r def^t in a plea of the Case for
 that said Benj^l at said Northampton on the 29th of Sept. last by
 his Note for Value rec^d promised said Moses to pay him fourteen
 pounds New York Currency / meaning lawful money of New York / w^{ch}
 is equal to Eleven pound 5/ lawful money of this province in one
 month from the date of i^d note yet tho' after requested has never
 paid the same nor any part of it but neglects it to the damage
 of the i^d Moses fourteen pounds — the pl^t appears. The def^t tho' three
 times solemnly called to come into Court came not but made Default
 It's therefore Considered by the Court that the said Moses recover ag^t
 the said Benjamin the Sum of £10.10.0. lawful money Damages &
 Cost tax at £2.19.1. After all which the def^t by Mr. Zenas Hug-
 gins his Attorney came into Court and appealed from the Judgm^t
 of this Court to the next Superior Court of Judicature to be holden
 at Springfield within and for the County of Hampshire on the
 fourth Tuesday of September next. Who recognized with Sureties
 as the Law direct for the appellants prosecuting his Appeal
 with Effect there As I said Recognizance on file appears —

John Worthington of Springfield in the County of Hampshire Esq^r
pltf vs William Webb of Egremont in the same County yeoman def^t. Worthington
vs
Webb.
in a plea of the Case for the Recovery of six pounds 8/11 due by the def^t
Note of the 10th of Aug^r 1757. with the use as if the Writ on file bearing
date the 24th of March last fully appears. The pltf appears. The def^t
tho' three times solemnly called did not appear but made default.
It's therefore considered by the Court that the said John recover
against the said William the Sum of £ Lawful money
Damages and Cost of Court tax at £1. 15. 9. -

John Collins of Sheffield in the County of Hampshire Blacksmith
pltf. vs Nathan Smith of the District of Egremont in said County
yeoman def^t. in a plea of the Case for that said Nathan at said Collins
vs
Smith
Sheffield on the 30th of January last owed the pltf two pounds
13/6 lawful money for sundry articles of Airt according to the Airt
to the pltf. Writ annexed & then & there promised said John to
pay him the same on Demand yet tho' often thereto requested &
said Nathan has never paid said John the same but unjustly
neglects it to the Damage of the said John Six pounds - The
parties appear - & the said Nathan comes and defends and for
plea saith that he owes the pltf Nothing in manner and form as
the pltf in his Declaration has alledged & thereof puts in
& the pltf reserving to himself Liberty of Waving his Demurrer
& Joyning Issue with the def^t on his plea aforesaid at the trial
on the Appeal, says the def^t plea aforesaid is an insufficient
Answer to his Deion & that by the Law of the Land he is not tied
to answer thereto & thereof prays Judgment &c - And the def^t.
onsenting says his plea is sufficient. It's therefore considered by
the Court that the said Nathan recover against the said John
his Cost tax at £ - The pltf by Mr Zenas Haggins his
Att^r appeals from the Judgment of this Court to the next Sup^r.
Court of Judicature to be holden at Springfield within and for
the County of Hampshire on the fourth Tuesday of September
next Who reognoized with Sureties as the Law directs for the
Appellant's prosecuting his Appeal with Effect there as
if said Recognizance on file appears -

Ebenezer Trumble of Sheffield in the County of Hampshire yeo- Trumble
vs
Shelden
man pltf vs Benjamin Shelden of the same place Husbandman
def^t. in a plea of the Case for the Recovery of the Value of one hundred
Gallons of Barbadoes Rum (being thirty ^{pounds} money) which def^t by his
Note of the Eleventh day of Oct^r 1754 promised for value rec^d to pay
and deliver the pltf &c All Which is at large set forth in the pltf's
Writ on file bearing date the fifth day of May Current - the pltf
appears - & the def^t comes into Court and Confesses Judgment
against himself for the amount of the value of the rum at the
Rate of 4/10. 2 p^r Gallon &c - It's therefore considered by the Court
that the said Ebenezer recover against the said Benjamin the
Sum of £24. 7. 6. Lawful money Damages and Cost of Court
as if Bill allowed at £2. 9. 11. -

Sloan
or
Smith } John Sloan of Sheffield in the County of Hampshire Blacksmith
vs Nathan Smith of the District of Egremont in the same County
yeoman deft in a plea of the Case for that the said Nathan at said
Egremont some time in the month of October last past owed the s^d
John two pounds 16/6. lawful money for sundry articles of Amount
according to the a^ut to the pl^{ff}. W^{it} annexed and then and there
promised the said John to pay him the same on Demand yet s^d
Nathan tho' often thereto requested has never paid the same to s^d
John but unjustly neglects to do it to his Damage nine pounds.
The parties appear. And the said Nathan comes and defends and
for plea says that he owes Nothing in manner and form as the
pl^{ff} in his De^{ctn} has alledged and thereof puts in And the pl^{ff}.
Reserving to himself the Liberty of waiving his Demurrer &
Joining Issue with the deft on the above plea on the Trial on &
Appeal says the deft. plea is an insufficient Answer to his.
De^{ctn} and that by the Law of the Land he is not bound to
answer thereto and thereof prays Judgment &c. And the deft.
Consenting says his plea is sufficient. It's therefore considered
by the Court that the said Nathan recover against the said
John his Costs taxed at £ - The pl^{ff} by his Att^y. Mr.
Tenas Huggins appealed from the Judgment of this Court to
the next superior Court of Judicature to be holden at Springfield
within and for the County of Hampshire on the fourth Tuesday
of September next Who recognized with Sureties as the Law directs
for the Appellant prosecuting his Appeal with Effect there
as s^d said Recognizance on file appears ~

Colton
or
Burt's
Guardⁿ } George Colton of Springfield in the County of Hampshire yeoman
Appellant vs Jonathan Burt of Springfield aforesaid Who is a person
of unsound mind and sues by Nathaniel Ely of said Springfield
gent^l his Guardian App^r from a Judgment given against the
said George by Josiah Dwight Esq^r &c. This Case is by order of Court
continued to the next Inferior Court of Common pleas to be held
at Springfield within & for s^d County on & last Tuesday of Aug^t next.

Murphey
or
Hutchinson } Daniel Murphey of Blanford in the County of Hampsh^r yeomⁿ
vs Matthew Hutchinson of Westfield in the same County
yeoman deft in a plea of the Case &c. This Action at the motion
of the pl^{ff} (the deft being out of the Government) is continued to
the next Inferior Court of Common pleas to be holden at Springf^d
in & for the County of Hampsh^r on the last Tuesday of August next.

Warner
Wright } Jesse Warner of Springfield in the County of Hampsh^r yeoman
vs Joseph Wright of said Springfield yeoman deft in a plea
of the Case for the Recovery of the worth of two thousand and a
half feet of Yellow pine board. (which the pl^{ff} says is five pounds)
which the deft promised by his note of the 13th of June 1753 to pay
& deliver &c. pl^{ff} at Deacon Lyman's Mill &c. - All which is at large
set forth in the W^{it} on file. The pl^{ff}. appears. The deft tho'
three times solemnly called to come into Court came not but
made Default. It's therefore considered by the Court that &c. s^d
Jesse recover against the said Joseph the Sum of £
lawful money Damages and Cost of Court taxed at £4.0.3.

Daniel Noble of Westfield in the County of Hampshire yeoman
was summoned to appear before this Court to answer to John Ely
of Springfield in the same County yeoman in a plea of Case } Ely
for that he by his Note dated the 20th of July last for value rec^d. pro- } Noble
mised said Jn^o to pay him 82/4 with use but has not done it &
the Jⁿ appears but the said Daniel tho' three times solemnly
called to come into Court made Default of Appearance —
It's therefore Considered by the Court that the said John
recover against the said Daniel the Sum of £ lawful
money Damages & Cost of Court tax at £1.8.1.

Ebenezer Smith of Egremont in the County of Hampshire yeo- } Smith
man pl^{tf} vs David Jagerfoll of a Township commonly known } Jagerfoll
by the Name of Spencer town in the County aforesaid Gent. def^t
in a plea of the Case for that the def^t at said Springfield on the
20th of April last owed the pl^{tf} four pounds 15s. for sundrys the
def^t bought & received of the pl^{tf} according to the Amount to the
Writ annexed and then and there promised him to pay him the
same on Demand yet the def^t tho' often requested has not
paid the same but neglects it to the pl^{tf} Damage ten pounds.
The pl^{tf} appears. The def^t tho' three times solemnly called to
Come into Court made Default of Appearance. It's therefore
Considered by the Court that the said Ebenezer recover ag^t
the said David the Sum of £2.15.0. lawful money Damages
And Cost of Court tax at £2.13.1. - After all which the def^t
by John Ashley Esq. his Attorney came into Court and appealed
from the Judgment of this Court to the next superior Court of
Judicature to be holden at Springfield within and for County
of Hampshire on the fourth Tuesday of September next Who
Recognized with Sureties as the Law directs for the Appellant's
prosecuting his Appeal with Effect as p^r Recognⁿ on file appears.

Luke Bliss of Springfield in the County of Hampshire Gentleman pl^{tf} } Bliss
vs Joseph Stevens late of Infield now Resident at Sheffield in y^e same } Stevens
County Husbandman def^t. in a plea of the Case for the recovery of eight
pounds & to ballance amounts according to the amount annexed to the
Writ &c. - The pl^{tf} appears. the def^t tho' three times solemnly called
to come into Court did not appear but made Default. It's therefore
Considered by the Court that the said Luke recover against the said
Joseph the Sum of £8.0.0. lawful money Damages and Cost of
Court tax at — £1.15.1 - Exon is: 3^d June 1760.

Simcon Noble of the Distinct of Egremont in the County of Hampsh^r } Noble
yeoman pl^{tf} vs Samuel Taylor of the same place Mason def^t in a } Taylor
plea of the Case for the Recovery of five pounds 2/6 due by the def^t
Note of January the 5th 1759. as p^r the Writ on file bearing date the
fifth day of May current is fully set forth. The pl^{tf} appears. -
The def^t tho' three times solemnly called did not appear but
made Default. - It's therefore Considered by the Court that the
said Simcon recover against the said Samuel the Sum of five
pounds 2/6 lawful money Damages and Cost of Court tax at £2.10.5.

Phineas Haynes yeoman and Joseph Browning Yeoman both of Brimfield in the County of Hampshire appellants vs John Mighell of the same place yeoman Appellee from the Judgment of Josiah Dwight Esq at a Trial before him at Springfield on the 19th day of May last when and where the said John was pl^{tf} and the said Phineas and Joseph were de^{ft} in a plea of Trespass for that said Phineas & said Joseph at said Brimfield on the tenth day of September last with force and Arms did break and enter one Close of the pl^{tf} there laid out on the Right of Ueazer Foot originally and bounding easterly on the old town way that leads from Thompson's bridge by Ja^s Thompson House to Peter Haynes dwelling house Southerly on a Lot of 4^{pl} laid out on Samuel Allen's Right in said Brimfield Northly on Land of John Charles of said Brimfield and the said Phineas and Joseph being so entered they then and there with force and Arms as aforesaid prostrated threw down and carried away thirteen rods of the pl^{tf} fence thereon standing of the value of one Shilling and four pence p Rod and many other Injuries and Inconveniences against the pl^{tf} then and there did Contrary to Law and against of King's peace and to the Damage of the said John twenty Shillings - At which said Trial Judgment was rendered that the said John should recover of the said Phineas & Joseph three Shillings damages and Cost of Court last at thirty six Shillings and ten pence from w^{ch} Judgment the said Phineas and Joseph appealed to this Court &c. And now the Appellants and Appellee appear And the s^d Appell^{ts} upon their original plea viz^t the said Haynes and Browning come and defend and reserving to themselves Liberty to give any special matter in Evidence under the General Issue plead and say that they are not guilty in manner & form as the pl^{tf} in his Dec^{or} hath alledged and thereof pray Judgment - now pray a Trial by the Country - Upon which Issue being joined the Evidence produced and read & the parties fully heard the Case was committed to the Jury Mr Ebenezer Hitchcock Foreman and fellows Who returned their Verdict on oath that they find for the Appellants Reversion of the former Judgment and Cost of Courts - It is therefore Considered by the Court that the said Judgment be and hereby is reversed and that the said Phineas and Joseph recover against the said John their Costs last at £5.6.9¹/₂.

Osgood
or
Wheeler Aaron Osgood Jun^r of a place called Evingshire in the County of Hampshire yeoman vs Joseph Wheeler lately of the Plantation - called Roadtown in the same County yeoman de^{ft}. in a plea of Trespass on the Case for that whereas the pl^{tf} on the fourth Day of Sept^r last at Springfield aforesaid was possessed of a certain brass bandled hand Gun of the value of five pounds as of his the pl^{tf} Gun and being so possessed thereof there afterwards on the same Day casually lost the same out of his the pl^{tf} possession And afterwards on the sixth day of December last the said Gun came into the hands and possession of the de^{ft} by finding nevertheless altho' the de^{ft} knew said Gun to be the pl^{tf} Gun and rightfully to belong to him yet designing to defraud the pl^{tf} of his said Gun he has not delivered said

Said Gun to the plff altho' he has been often thereto requested and especially on the tenth day of April last at said Springfield but the deft then and there and alway, hitherto has wholly denied to do it and there Afterward on the said tenth day of April last the deft the plff gun aforesaid to his the deft own use and benefit converted and disposed to the damage of the said Aaron eight pounds - The parties appear - And the deft comes and defends when he and reserving Liberty to alter his plea at the Trial on the appeal pleads and says the bond declared on is not his act and Deed and thereof puts himself - And the plff consenting says the deft plea is an insufficient answer to his Declaration and that by the Law of the Land he is not holden to answer thereto which he is ready to verify &c. And the deft says his plea is sufficient - It is therefore considered by the Court that the said Aaron recover against the said Joseph the Sum of £5.0.0. lawful money Damages and Cost of Court last at £ - The deft by John Worthington Esq. his attorney appeals from the Judgment of this Court to the next superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next Who recognized with Sureties as the Law directs for the appellant prosecuting his appeal with effect there as said Recognizance on file appears -

Robert Moulton who dwells on a Tract of Land controverted between the Heirs of John Read Esq. deceased and the plff Judged by some people to lie within the limits of Ware River precinct in the County of Hampshire and by others to lie within the Limits of the township of Greenwich in the same County yeoman plff vs Lemuel Blackmer lately of Ware River precinct so called aforesaid yeoman deft in plea of Trespass on the Case for that whereas the plff on the eleventh day of October last at said Springfield was possessed of a certain brownish bay mare of the price of six pounds as of his the plff's own Mare and the plff being so possessed thereof there afterwards on the same eleventh day of Oct. last at said Springfield casually lost said Mare out of his hands and possession and afterwards on the same eleventh day of Oct. at said Springfield said mare came by finding into y^e hands and possession of the deft nevertheless altho' the deft knew said mare to be the plff's Mare and of right to belong to him has not delivered said mare to the plff but wholly denies to do it tho' he the deft has been often thereto requested and especially on the 15th Day of Oct. last at said Springfield but there afterwards on the same fifteenth day of October last said Mare converted and disposed to his the deft's own use and benefit - to the damage of the plff nine pounds - The parties appear - And the deft comes and defends and for plea says that he is not guilty in manner and form as the plff in his Decon hath alleged and thereof puts himself on the Country - Upon which Issue being joined the witnesses produced in Court and read & the parties fully heard - The case was committed to the Jury Mr. Ebenezer Hitchcock foreman and fellows Who returned their Verdict on Oath that they find for the plff four pounds money Dam. & Cost of Court - It is therefore considered by the Court that the said Robert recover against the said Lemuel the Sum of £4.0.0. lawful money Damages and Cost of Court last at five pounds, &c. - The deft.

138. The deft. by Mr. Cornelius Jones his Attorney appeals from the judgment of this Court to the next superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next Who recognized with Sureties as the Law directs for the Appellant's prosecuting his appeal with Effect there as by his said Recognizance on file appears ~

Noble
or
Rogers { Elisha Noble of Sheffield in the County of Hampshire gent. plff. vs. Elijah Rogers lately of Springfield in the same County yeoman deft in a plea that he the deft perform to the plff his Covenant by him the deft made according to the force form and Effect of a certain Writing by the deft to the plff thereof made and whereon the plff declares that y^e deft on the twenty sixth Day of February 1759. at Sheffield aforesaid by his certain Writing sealed with his Seal and in Court to be produced dated the same day and Year for and in Consideration of the Sum of fifty eight pounds lawful money of the Province of the Massachusetts Bay to the deft in hand paid by the plff. by the name of Elijah Rogers of Springfield in the County of Hampshire in the Province of the Massachusetts Bay in New England yeoman did bargain sell convey and confirm to the plff. by the Name of Elisha Noble ^{sum holder} of the Town of Sheffield in the County aforesaid yeoman a certain Negro man named Medael about twenty nine years old to have and to hold said Negro man to the plff his Executors Adors and assigns to his and their only use for & during the full term of his said Negro man's natural life and the deft. by said Writing did Covenant promise and engage to and with the plff y^e he the deft the said negro man sold to the plff against the lawful claims and demands of all persons whatever would warrant and defend to y^e plff for and during the full term of his said Negro Man's natural life as by said Writing is fully manifest. And the plff in fact says that since the said twenty Sixth day of February aforesaid upon an Information & Complaint of one Jonathan Terry lately of Springfield aforesaid yeoman made and prosecuted before such who had lawful Cognizance & Jurisdiction thereof charging said negro man with having feloniously stolen taken and carried away from him the said Terry thirty four ounces of Silver Coin of the value of Eleven pounds Six Shillings and eight pence of the goods and Chattels of him the said Terry It has been so proceeded that on the fifteenth day of March 1759 at Sheffield aforesaid the said Negro man was lawfully arrested and taken away from the plff and out of his custody and service and was lawfully kept and detained from the plff and his service from and after the said fifteenth day of March aforesaid until the fourth Tuesday of September last when that is to say on the fourth Tuesday of September last upon said Negro man's being lawfully convicted of having stolen as aforesaid from him the said Terry the whole Sum aforesaid at a time long before the 26th day of February 1759 aforesaid he obtained a lawful order of the Superior Court of Judicature Court of Assize and General Goal Delivery then held at Springfield aforesaid for the said County of Hampshire that in case the said Negro man was unable to pay to him the said Terry the full Sum of thirty four pounds lawful money being treble the value of y^e money stolen as aforesaid he the said Terry might dispose of the said Negro man in service to any of our liege Subject. for the term of ten

Ten years and the pltf in fact says that the said negro man then was
and ever since has been wholly unable to pay said sum or any part
thereof to the said ferry and thereupon by force of said Order the ^{2^d} Henry
on said fourth Tuesday of September last at said Springfield lawfully
took said Negro man from our Goal in said Springfield where he was
held on acc^t of Restitution of Damages awarded to said Henry as afores^d
and sold and disposed of him said Negro Man in service to one of our
Liege Subjects namely to Isaac Cotton of Springfield aforesaid for the
term of ten years next following and to come from the fourth Tuesday of
September last. Also the pltf further declares that upon a presentment
of the Grand Jurors for us for the body of our said County of Hampshire
made at our Court of General Sessions of the peace held at Springfield
within and for our said County of Hampshire on the last Tuesday of
August of said Negro Man and One Caleb Day that they on the sixth
day of August Anno Domini 1780 did feloniously steal take and carry
away thirty six ounces of Silver of the value of twelve pounds and
three hundred and fifty Copper half pence of the value of twenty four
Shillings of the goods and Chattels of One Benj^a Leonard of s^d Springfield.
It was so proceeded that afterwards viz at our Court of General Sessions
of the peace held at Northampton within and for our County of Hampshire
aforesaid on the second Tuesday of November last upon the trial of the
Issue between us and said Caleb and said Negro man he was by the
verdict of the Jury sworn to try the same convicted of having feloniously
stolen as aforesaid on the sixth day of August aforesaid twelve pounds
lawful money part of what he and the said Caleb were charged with
the Stealing of in said presentment and thereupon the said Leonard
obtained a lawful and absolute Order of our said Court of Gen^l Sessions
of the peace empowering him the said Leonard to dispose of said Negro
man in service to any of our Liege Subjects for the full term of ten years
to commence immediately from and after the expiration of ^{the} ten years
abovesaid for which the said Henry was empowered as abovesaid to dis-
pose of him in service whereupon the said Leonard by virtue of y^e order
last mentioned on the thirtieth day of November at Springfield -
aforesaid disposed of said Negro in service to one Richard Gen of Spring-
field aforesaid one of our Liege Subjects for the said Term of ten years
to commence as aforesaid fully to be complete and ended and the pltf
declares that said Negro man is now in full life able and capable
of doing good service and so the said Negro man in manner afores^d
was on the said fifteenth day of March 1789 taken out of the pltf's
possession and service and has ever since to this Day in manner as
aforesaid been kept and detained from the pltf and out of his posses-
sion and service and is in manner as aforesaid disposed of in service
to other men and put out of the pltf's power and possession and so to
continue for and during the full term of twenty years to be reckoned
from said fourth Tuesday of September last of all which premises
the Deft as the pltf says has had perfect knowledge and especially on
the first of December last at Springfield aforesaid the deft was notified
thereof by the pltf and then & there required by the pltf that he would
warrant to him the pltf the said Negroman Nevertheless the deft
hath always hitherto denied to do it and particularly refused to do it
then and still refuses to do it and tho often thereto requested

The deft.

Noble
or
Rogers. } The deft his Covenant aforesaid with the plff in this behalf made
hath not performed to the plff but broke and hath altogether denied
and still doth deny to perform it to the plff to his Damage sixty
five pounds. The parties appear - And the said Elijah comes and
defends when br. and pleads and says he has not broke his Covenant
with the plff as he in his Veron hath alledged and thereof puts
himself on the Country - And the plff likewise - In this case after
a full hearing of the parties and all things touching the case
being fully discussed it was committed to the jury Mr. Ebenezer
Hitchcock foreman and fellows who returned their Verdict on oath
that they find for the plff fifty pounds money Damages and Cost
of Court - It is therefore considered by the Court that the s.^d Elisha
recover against the said Elijah the Sum of £50. 0. 0. lawful money
Damages and Cost of Court taxed at £7. 10. 11. - The deft by John
Northington Esq. his Attorney appeals from the Judgment of this
Court to the next Superior Court of Judicature to be holden at Spring
field within and for the County of Hampshire on the fourth Tuesday
of September next who recognized with Sureties as the Law directs
for the Appellants prosecuting his appeal with Effect there as -
The said Recognizance on file appears -

Kellogg
or
Bigelow } Ephraim Kellogg of the District of Amherst in the County of Hamp:
shire husbandman plff vs Benjamin Bigelow of Cambridge in the
County of Middlesex Innholder deft in a plea of Trespass on the Case
for that the deft on the eighth of April last by his note of hand for
value rec^d at Springfield aforesaid promised the plff to pay him
thirty pounds on demand and also afterwards viz on the twenty
eighth of said April the deft being indebted to the plff another
Sum of one hundred and twenty two pounds five Shillings and
four pence according to the amount to the Writ annexed at said
Springfield promised the plff to pay him the same on Demand
and also afterwards viz on the same day the deft in consideration
the Plff at his special Instance and request had purchased & brought
to him ten other fat oxen and one other fat Steer at Springfield
aforesaid promised the plff to pay therefor as much as the same
were reasonably worth now the plff in fact says the same were
reasonably worth another Sum of one hundred and twenty one pounds
nine Shillings and four pence of all which the deft then and there
had notice and avowingly then and there promised the plff to him
the same on Demand Yet the deft hath never paid either of the
Sums aforesaid tho requested but neglects and refuses to pay them
to the Damage of the said Ephraim One hundred & sixty five
pounds - The parties appear - And the deft comes & defends when br.
and reserving Liberty to himself to make a new plea at the next
Trial pleads and says that he never promised in manner & form
as the plff in his Declaration in the respective and several Counts
therein set forth nor either of them has therein alledged & thereof
puts himself on the Country - And the plff agreeing to the deft's
Reservation and reserving to himself Liberty to waive the following
Demurrer at the Trial of the Appeal says the deft's foregoing plea
is an insufficient Answer to his Declaration And that by The

The Law of the Land he is not holden to answer thereto which he is Kellogg
Ready to verify and thereof pray Judgment &c. And the Deft consent Bigelow
ing says his plea is sufficient - It's therefore Considered by y^e Court that the said Bigelow recover against the said Kellogg his reasonable
lost as y^e bill allowed at £ - The plff by Joseph Hawley Esq
his Attorney appeals from the Judgment of this Court to the next
Superior Court of Judicature to be holden at Springfield within &
for the County of Hampshire on the fourth Tuesday of September
next Who recognized with Sureties as the Law directs for y^e appellants
prosecuting his appeal with Effect as y^e said Recogⁿ on file appears

Jonathan Hildreth of Westmoreland in the province of New Hampshire in Hildreth
New-England yeoman and Dina his wife plff^r vs Benjamin Hinds and Joseph et ux
Hinds late of Greenwich in the County of Hampshire husbandmen and Hinds &c.
Jacob Hinds of Pelham in the same County Gent^l Deft^s in a plea of Debt
for that the said Benjamin at said Springfield on the nineteenth day
of May 1757 by the name of Benjamin Hinds of Greenwich in the same
County and province of the Massachusetts-bay in New-England husband-
man as principal and said Jacob by the name of Jacob Hinds of Pelham
in said County and said Joseph by the name of Joseph Hinds of said
Greenwich Husbandmen as Sureties by their bond in Court to be produced
of that Date bound and obliged themselves to the said Dina by the name
of Dina Davise of said Greenwich Spinster and Singlewoman in the
Sum of one hundred and fifty pounds lawful money of said province
joynly and severally unto her to pay her said Sum on Demand yet
the said Benjamin as Principal and the said Jacob and Joseph as
Sureties have not nor either of them severally has paid said Sum but
unjustly neglect to do it to the Damage of the said Jonathan and Dina
one hundred and fifty pounds - The parties appear - And the Deft^s
reserving Liberty to alter this plea at the Trial of the Appeal defend
and say that the bond declared on was not honestly obtained and
thereof pray Judgment - And the plffs consenting say the deft^s plea
is an insufficient answer to their Declaration and that by the Law of
the Land they are not held to answer thereto and this they are ready to
verify and thereof pray Judgment &c. And the deft^s say their plea is Suf-
ficient - It's therefore Considered by the Court that the said Jon^a & Dina
recover against the said Benjamin Jacob and Joseph the Sum of
£100.5.1. lawful money being the Penalty of the bond declared on
Debt and Cost of Court taxt at £2.17.3. - The Deft^s by Joseph Hawley
Esq^r their Attorney appeal from the Judgment of this Court to the
Superior Court of Judicature &c to be held at Springfield within and
for the County of Hampshire on the fourth tuesday of September
next Who recognized with Sureties as the law directs for the App^{ts}
prosecuting their appeal with Effect as y^e said Recogⁿ on file appears.

Amos Lornie of Southampton in the County of Hampshire yeoman Lornie
And Esther Curtis of Northampton in the same County Wid^d & Spinster et -
plff^r vs Henry Curtis of Coventry in the County of Windham & Colony of Curtis
Connecticut in New-England yeoman deft^r in a plea of Debt &c. This case
is continued by order of Court to the next Inferior Court of Common Pleas
to be holden at Springf^d in & for s^d County on the last tuesday of Aug^t next.

George Synthon of Springfield in the County of Hampshire Gent^r pl^tf vs
 Synthon } Daniel Warner of the same place yeoman def^t in a plea of the Case for
 Warner } the Recovery of nine pounds 7/0.2 with use due by the def^t note of the
 14th of Aug^r 1750. as p^r the Writ on file bearing Date the 30th of April
 last fully appears. The pl^tf appears. the def^t tho' three times solemnly
 called to come into Court came not but made Default. It's there-
 fore considered by the Court that the said George recover against
 the said Daniel the Sum of £10.11. lawful money Damages &
 Cost of Court tax at £1.0.5. -

Amos Moores of a place called the nine partners in Dutchess County
 in the Colony of New-York in America yeoman pl^tf vs Eph^m Hayward
 of Western in the County of Worcester Gent^r def^t in a plea of Debt for
 Recovery of sixty two pounds Currant money of New York w^{ch} is equal
 to forty six pounds w^{ch} lawful money of this province due by the def^t bond
 bearing date the 9th of April 1750. as is fully set forth in the Writ on
 file bearing Date the 17th of March last. The pl^tf appears. the def^t
 tho' three times solemnly called did not appear but made Default.
 It's therefore considered by the Court that the said Amos recover ag^t
 the said Ephraim the Sum of £42.2. lawful money being the sum of
 the bond declared on Debt & Cost of Court tax at £2.18.1.

Ex^{ra} is 3^d June 1760 -

Thomas Torsey and Benjamin Torsey both of the city and county
 of Albany and province of New York merchants pl^tf vs Eben^r Bardwell
 of Hatfield in the County of Hampshire Gent^r def^t in a plea of the Case
 for that said Ebenezer at said Springfield on the last Day of Nov^r
 last owed the pl^tf sixteen pounds 1/6. lawful money of s^d Province
 which is equal to twelve pounds 1/1.2 lawful money of the province
 of the Massachusetts-bay for sundry Articles of book A^{nt} according
 to the A^{nt} annex'd to the Writ and then and there on s^d Day last
 mentioned promised them to pay them the same on Demand yet
 said Ebenezer tho' often thereto requested hath not paid it but neglects
 to do it to their Damage Fifteen pounds. The parties appear -
 And the said Ebenezer defend^r when br and says He never promised
 in manner and form as the pl^tf in their Declⁿ have alledge d^r
 and thereof puts himself on the Country. And the pl^tf reserving
 to themselves the Liberty of Waving this Demurrer and joyning
 Issue at the Sup^r Court on the plea tendered now say the def^t plea
 is an insufficient Answer to their Declaration and that by the Law
 of the Land they are not holden to answer thereto wherefore for
 Want of a sufficient plea by the Def^t pleaded they pray Judgt^r
 for their Damages & Cost. And the def^t says his plea is sufficient.
 It's therefore considered by the Court that the said Ebenezer recover
 against the said Thomas and Benjamin his Costs tax at £
 The pl^tf by John Worthington Esq^r their Attorney appeal from the
 Judgment of this Court to the superior Court of Judicature Court of
 Assize and General Goal Delivery to be holden at Springfield
 within and for the County of Hampshire on the fourth Tuesday
 of September next Who recognized with Sureties as the Law directs
 for the Appellants prosecuting their Appeal with Effect as by
 said Recognizance on file appears

James Bridgham of Brimfield in the County of Hampshire Clerk p^lff.
or John Marshall of the same place yeoman def^t in a plea of Trespass
for that said John at said Brimfield on the 25th day of December last
past one hand gun loaden with powder and shot (which said John then
and there held in his hands) with force and arms against a dark brown
horse colt of the said James of the age of almost four years and of the
price of fifteen pounds the said John then and there fired off and
discharged and by one large leaden shot so discharged from said gun by
said John as aforesaid said John with force and arms as aforesaid
then and there struck and pierced the Left Side of said colt and then
and there made a Wound in said left side of said colt of the width of
half a quarter of an inch and of the Length of two inches by means
whereof the said colt languished for the Space of five weeks and then
died at said Brimfield and many other Injuries the said John then
and there did against the said James Contrary to Law and against
the King's peace and to the Damage of said James twenty pounds.
The parties appear - And the said John defend^r and says that he is
not guilty in manner and form as the p^lff in his Declaration has
alleged and thereof puts himself on the Country And J. p^lff. likewise.
In this case the Evidence being produced and the parties fully heard
and all things touching the same being fully discuss'd it was Com-
mitted to the Jury Mr Ebenezer Hitchcock foreman and his fellows
Who returned their Verdict on Oath that they find for the p^lff eleven
pounds lawful money Damages and Cost of Court. It's therefore Consi-
dered by the Court that the said James recover against the said
John the Sum of £11. 00. 00. lawful money Damages & Cost of Court
tax at £ - The def^t appeals from the Judgment of this
Court to the Superior Court of Judicature to be holden at Springfield
in and for said County on the fourth Tuesday of September next and
recognized with Sureties as the Law directs to prosecute his appeal
with Effect as ~~the~~ said Recognizance on file appears -

David Bagg of Westfield in the County of Hampshire yeoman p^lff.
or Daniel Bagg of the same place yeoman def^t in a plea of the Case for
the Recovery of twenty one pounds 7/9. with Interest due by the def^t &
Note of the 2^d of Sept 1759. as is fully set forth in the Writ bearing
date the 16th day of April last - The p^lff appears - The Def^t tho three
times solemnly called to come into Court did not appear but made
Default - It's therefore Considered by the Court that the said
David recover against the said Daniel the Sum of £20. 4. 9 lawful
money Damages & Cost of Court tax at £14. 11. 11. -

Silvanus Prieny of the place called Pontoosuck in the County of -
Hampshire yeoman was Summoned to appear here and answer to
Nath^l. Farnam Just. of Windham in the County of Windham yeoman
in a plea of Replevin &c - The said Nath^l being now three times call^d
to come into Court was non suit and the def^t defaulted -

Joel White of Bolton in the County of Hartford and Colony of Conne-
cticut Gent^l p^lff. or John Hills of Springfield in the County of Hampshire
yeoman def^t in a plea of the Case for the Recovery of forty two pounds 10/12
due by the Def^t two several Notes bearing Date Jan^y 13th 1759 with use
As by -

121.

White
or
Hills

As by the plff^s writ on file bearing Date the 28th day of April last is fully set forth - The plff appears. The Deft tho three times called to come into Court came not but made Default. It's therefore considered by the Court that the said Joel recover against the said John the Sum of £36⁰ 2⁰ 6⁰ 2 lawful money Damages and Cost of Court tax at £11. 16⁰ 11⁰ -

Bush

or
Brooks

Uriah Bush of Ware River Parish in the County of Hampshire yeoman plff^s or Joseph Brooks of the same place yeoman deft in a plea of the Case for that said Joseph at said Springfield on the 11th of Oct^r 1759 by his note for value received promised said Bush to pay him eight pounds on Demand yet said Joseph tho often thereto requested has not paid the same but neglects it to the plff^s Damage ten pounds. The plff appears - The deft tho three times solemnly called to come into Court came not but made Default - It's therefore considered by the Court that the said Uriah recover against the said Joseph the Sum of £4⁰ 0⁰ 0⁰ lawful money Damages and Cost of Court tax at £1. 17⁰ 5⁰ - After all which the deft by Mr Cornelius Jones his Attorney came into Court and appealed from the Judgment of this Court to the next Sup^r Court of Judicature to be holden at Springfield within and for the s^d County on the fourth Tuesday of September next Who recognized with Sureties as the Law directs for the Appellant's prosecuting his said Appeal with Effect as ~~Mr~~ Recognizance on file appears -

Warner

or
Stiles

Daniel Warner of Springfield in the County of Hampshire yeoman plff^s or Daniel Stiles of Westfield in the same County yeoman deft in a plea of the Case demanding Seven pounds and the Interest w^{ch} the deft at s^d Springf^d on the 20th of April 1750 promised the plff to pay him by the last of Oct^r then next for a Stone Horse w^{ch} the deft dr as ~~the~~ the Writ appears - The plff appeared. the Deft tho three times solemnly called to come into Court made Default - It's therefore considered by the Court that the said Warner recover against the said Stiles the Sum of £7⁰ 17⁰ 3⁰ 3 lawful money Damages and Cost of Court tax at £4. 11⁰ 11⁰ -

Hutchinson

Esq^r or
Sikes

Thomas Hutchinson of Boston in the County of Suffolk Esq^r plff^s or Benj^m Sikes of Springfield in the County of Hampshire yeoman Deft in a plea of Land & the deft comes & and humbly prays the leave of this honorable Court ^{to appear for next term} that he may vouch to warrant to him Land demanded in the Writ one David Ingersoll under whose Warranty he holds the same & it is granted him and the Action is continued accordingly -

Hutchinson

Esq^r or
Sikes

Forster Hutchinson of Boston in the County of Suffolk Esq^r plff^s or Benj^m Sikes next above named deft. in a plea of Land & the deft comes and prays leave to impair & that he may vouch to warrant to him the lands demanded one David Ingersoll & Ordered this Action be continued to the next term of this Court that the plff may have opportunity to vouch & -

Oliver Esq^ror
Sikes

Robert Oliver of Dorchester in the County of Suffolk Esq^r plff^s or Benjamin Sikes of Springfield in the County of Hampshire yeoman Deft in a plea of Land & The deft comes & and prays leave to -

impart to the next term of this hon^{ble} Court that he may vouch to Warrant the Land demanded to him the deft one David Jingsfoll - under Whose Warranty he holds the s^d Land - & it is granted him & the Action is Continued accordingly

Elijah Williams of Deerfield in the County of Hampshire Esq. p^lff. or Samuel Chapin of S^t Hadley in the same County yeoman deft in a plea of the Case demanding two pounds 9/1. with Interest due by the Deft^r Note of the 9th of Nov^r 1757. as p^r the Writ at Large appears. The p^lff appears - The deft tho' three times solemnly called to come into Court came not but made Default - It's therefore considered by the Court that the said Elijah recover ag^t the said Samuel the Sum of £2.19.0. lawful money Dam^s & Cost of Court tax at £1.10.0.

John Worthington of Springfield in the County of Hampsh^r Esq. p^lff. or Joseph Brooks of Hadley in the same County yeoman deft. in a plea of the Case for the Recovery of two pounds 6/9 with the Interest due by the Deft^r Note of the Second of January 1753 as p^r the Writ on file is at large set forth - The p^lff appears. the deft. tho' three times called to come into Court did not appear but made Default - It's therefore considered by the Court that the said John recover ag^t s^d Joseph. The Sum of £3.0.11. lawful money damages & Cost of Court tax at £1.9.5.

Joseph Pease of Suffield in the County of Hampshire yeoman p^lff. or Abraham Adams of Springfield in the same County yeoman deft. in a plea of the Case for that said Abraham at said Springfield on the 18th of August 1759 by his note for value rec^d promised the p^lff to pay him Eighteen pounds 14/11. lawful money on Demand with Interest yet tho' often requested has not paid the same but neglects it to p^r p^lff^r Damage twenty seven pounds - The p^lff appears. The deft tho' three times solemnly called to come into Court came not but made Default - It's therefore considered by the Court that the said Pease recover against the said Adams the Sum of £19.12.9 lawful money Damages and Cost of Court tax at £1.4.9. - After all which the Deft by Mr^r Cornelius Jones his Attorney came into Court & appeared from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next & who recognized with Sureties as the Law directs for the Appellant's prosecuting his s^d appeal with Effect as p^r said Recognizance on file appears.

Roger Cooley of Springfield in the County of Hampshire Yeoman was by Virtue of the King's Writ by the Sheriff Comma^ded to render ~~to~~ to Sarah Smith of said Springfield Widow and Spinster Who was the Wife of Benjamin Smith late of the same place yeoman dec^d her reasonable Dower which happened to her of certain lands &c in Springfield which he failing to do was summoned to appear here and shew cause why to her her said Dower he doth not render - And now he comes & defends his right against the demand of s^d Sarah where^{by} and humbly prays leave to impart to the next term of this Court that he may vouch one Joseph Frost under whose Warranty he holds the premises demanded in the Writ to Warrant the same to him ag^t the Demand of s^d Sarah & it is granted him & the Action Continued accordingly

Marvin } Thomas Marvin of Suffield in the County of Hampshire yeoman
 Watson } plff vs Robert Watson of Sheffield in the same County Yeoman deft.
 in a plea of Debt for that the deft at Springfield aforesaid on the
 sixteenth of Oct^r 1789 by his bond of that date in Court to be produced
 bound and obliged himself to the plff by the Name of Thomas
 Marvin of Suffield in the County of Hartford and Colony of Con-
 necticut to pay him eighty pounds lawful money on Demand -
 yet the Deft tho' often thereto requested hath never paid s^d Sum
 to the plff but unjustly neglects it to the Damage of s^d Thomas
 Eighty pounds - The Parties appear - And the deft defends & sav-
 ing Liberty to himself to alter his plea or make a new one at the
 Trial of the appeal says he is not guilty of the Assault alledg^d
 against him and thereof &c. And the plff consenting says y^t
 deft plea is an insufficient Answer to his Declaration and that
 by the Law of the Land he is not holden to make answer thereto
 which he is ready to verify & thereof &c. - And the deft says his
 plea is sufficient - It's therefore Considered by the Court that
 the said Thomas Recover against the said Robert the Sum of
 £40.0.0 lawful money being the Chancery of the bond declared on
 Debt and Cost of Court tax at £2.0.0.1. - The deft by Mr Lenas
 Huggins his Attorney appeals from the Judgment of this Court
 to the next Superior Court of Judicature to be holden at Springf^d
 in and for the County of Hampshire on the fourth Tuesday of Sep-
 tember next Who recognized with Sureties as the Law directs for
 the Appellants prosecuting his Appeal with Effect as by s^d
 Recognizance on file appears -

M^r Masters } Hugh M^r Masters of Palmer in the County of Hampshire yeoman
 Nelson } plff vs Aaron Nelson of the same place yeoman deft in a plea
 that the deft render to him six pounds 15/11. Which he owes the plff
 and unjustly detains from him & Which the plff recovered by the
 Judgt of the Sup^r Court held at Springf^d in the 29th year of his Ma-
 jesty's Reign for his Costs and Charges about his Suit for recovery
 of the Possession of a Mesuage and certain Lands there At said
 Court in this behalf expended All which is at large set forth in
 the plff's Writ on file bearing Date the 18th of April last -
 The plff appears. the Deft tho' three times solemnly called to
 come into Court did not come but made Default - It's therefore
 Considered by the Court that the said Hugh recover against y^t
 said Aaron the Sum of £6.15.11. lawful money Debt and Cost
 of Court tax at £1.10.9 -

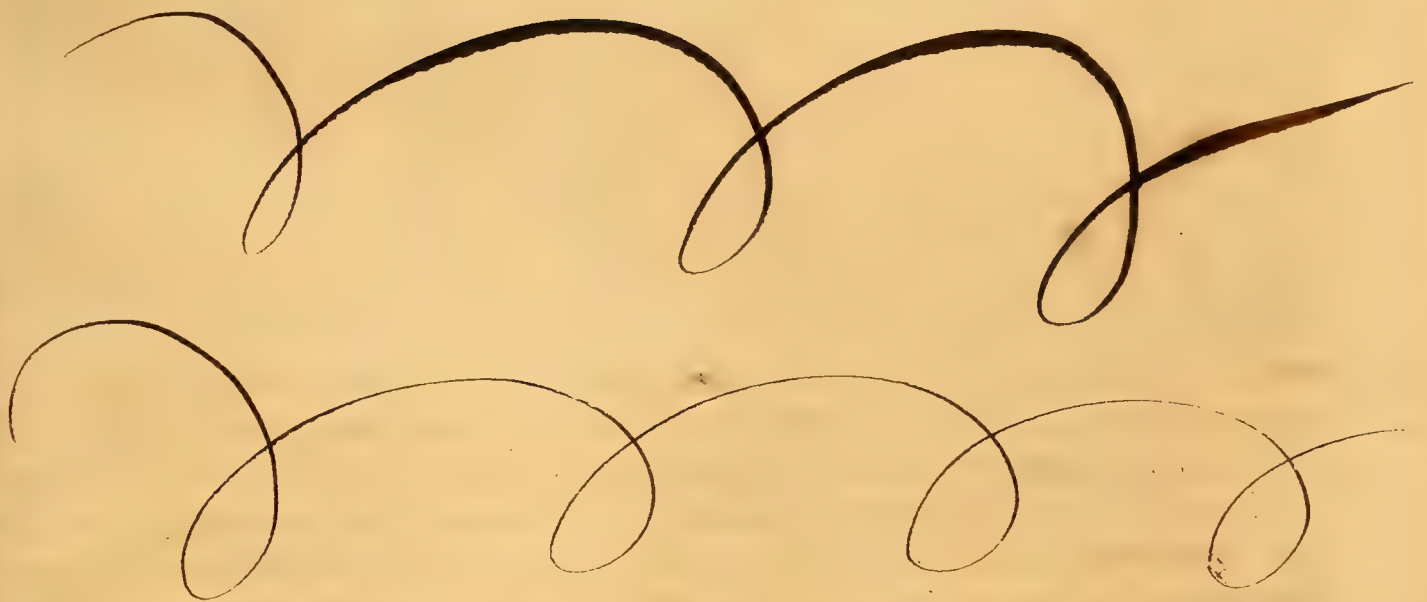
Dwight Esq } Joseph Dwight of Sheffield in the County of Hampshire Esq plff vs
 Spencer } William Spencer of s^d Sheff^d Blacksmith deft in a plea of the Case
 for that s^d W^m at said Sheffield on the 14th of August 1780 owed
 the plff Seventeen ^{pounds} 3/11 for sundry goods and Merchandize accord-
 ing to his Arit Annexed to the Writ and promised the plff to pay
 him the same on Demand yet tho' often thereto requested has
 never done it but unjustly neglects it to the plff's Damage twenty
 pounds - The plff appears - The deft tho' three times solemnly
 called to come into Court did not appear but made Default -
 It's

It's therefore considered by the Court that the said Joseph
Recover against the said William the sum of £17⁴ 3⁴ lawful money Damages and Cost of Court last at £2⁴ 9⁴ 9⁴ after all
Which the said W^m by his Attorney Mr. Cornelius Jones came
into Court and appealed from the Judgment of this Court to y.
Next Superior Court of Judicature to be holden at Springfield in
and for the County of Hampshire on the fourth tuesday of
September next. Who recognized with Sureties as the Law directs
for the Appellant's prosecuting his said appeal with Effect
as by said Recognizance on file appears —

David Ingersoll lately of Sheffield in the County of Hampshire
Gent. Who now lives about fourteen miles west thereof on y^e road
from thence to Albany, having commenced a Suit now to be
heard and tried against Peter Ingersoll of said Sheffield yeoman discont.
but discontinuing the same — the said Peter now comes & may
he may have the Judg^t of this Court for his reasonable & lawful
Costs — It's therefore Considered by the Court that the said Peter
Recover against the said David his Costs last at £1⁴ 5⁴ 6⁴ —

The foregoing Judgments and Orders
were made and entred up and then
the said Court adjourn'd without Day.

A. W. Williams Clerk.



Court of
Sessions
May 1760

Hampshire p. Anno Regni Regis Georgii Secundi magnae
Britanniae Franciae et Hiberniae tricesimo tertio -

At his Majesty's Court of General Sessions of the peace begun
and held at Springfield within and for the County of Hamp-
shire on the third Tuesday of May (being the twentieth
day of said month) Anno Domini 1760. —

Justices of said Court

Present viz -

Joseph Dwight
Israel Williams
John Worthington
Josiah Dwight
Joseph Hawley
John Ashley
Jabez Ward
Tim^r Dwight Jun^r
Udaad Taylor
Charles Phelps.

Grand Jurors.

Daniel White fore^m

Sapheth Chapin

John Burt 2^d

Jon^a Strong Jun^r

Aaron Wright

Nath^l Kellogg

Thomas Nash absent.

David Weller

Aaron King

Joseph Barnard

John Clary

Benoni Wright

Edward Bond

Jonathan Nash

Samuel Gaylord absent.

Grand Jury attended two days

Jury for Trials -

Eben^r Hitchcock fore^m

George Hitchcock

Abel Cooley -

Daniel Black

Elijah Morton

Joshua Dickinson

Benj^a Lornise

Nath^l Phelps

Thomas Smith

David Hoit

Charles Hoar -

Amos Lornise

John Ray

Joseph Blogget

Jon^a Stebbins

de Tal^r

Circum^r

Talymen. Clark & Howler's (ass^r)

Stronger } Thomas Strong of the New Plantation N^o two wrongfully called New.
The Prop^r } Marlborough lying on the Country Road between Westfield and Sheff^d
New Marl. } in the County of Hampshire Clerk Complainant vs The Proprietors of
the same place def^t. Setting forth in his Complaint that at said
New Plantation on the 31st of Oct^r 1744 he was ordained a Minister
to dispense the word of God to the Inhabitants there under the following
Contract and Agreement then and there made between him & Thomas on
the one part and y^e said proprietors on the other part that is to say
that in consideration he the said Thomas at their Request had on his
part then and there agreed that he would on that Day become a
faithful Minister qualified according to Law to dispense the word of
God there to said Inhabitants and would continue thereafter during
his life and capacity a faithful minister so qualified to dispense y^e
Word of God there to the s^d Inhabitants and do the same accordingly -
They the s^d Prop^r on their part did then and there agree and promise
that they would pay s^d Thomas fifty pounds in bills of credit of
this Province of the then last Emission or what should be equal in
value thereto in bills of other Emissions on each thirty first Day of Oct^r
that should happen from and after said Day of his Ordination so long as
he should ^{continue} such a faithful minister to dispense the Word of God there
as aforesaid - And he in fact says that on s^d 31st of Oct^r 1744 he there
became a faithful Minister qualified as aforesaid to dispense the word
of God to said Inhabitants there and has ever since to this Day done y^e
same and also discharged the other Duties & functions of a faithful
Minister to the Inhabitants of s^d Place to this Day - And the s^d Thomas
further says that it was the true Intent of s^d Parties for s^d Contract that

They the ^{s^d} Prop^{rs} should pay him ^{s^d} Thomas for his ^{s^d} Service there annu-
ally so much in bills of credit as afores^d as should be equal in Value to fifty ^{strong or}
pounds lawful money of this Province, And he also in fact says that over ^{the Prop^{rs}}
since the 3rd of March 1751. said sum contracted to be paid him as afores^d ^{of New Marl.}
has been by virtue of one Law of this province payable to him in the
lawful money of ^{s^d} province after the following Rate viz one spanish
mild piece of eight or Other lawful money equivalent thereto for every
six shillings of ^{s^d} fifty pounds ins^d bills of credit (contracted to be paid
him as aforesaid amounting in the whole to fifty pounds lawful money
And the ^{s^d} Tho^s further declares that ever since the fourteenth of Sept^r
1752 said sum which by virtue of said Contract was payable to him
on the thirty first of Oct^r Annually by Virtue of the Statute for altera-
tion of the stile has been payable to him on every Eleventh day of
Nov^r which has been since said fourteenth day of Sept^r aforesaid
And the ^{s^d} Tho^s further says that afterward viz on the 13th of March-
1753 at ^{s^d} Plantation the ^{s^d} Prop^{rs} at a legal meeting of ^{s^d} Proprietors
then and there held voted and promised that they would give ^{s^d} Thomas
fifty pounds lawful money yearly to enable him to carry on his said
Work of a Gospel Minister there so long as he should remain their
minister there as aforesaid so long as they should remain not incorpo-
rated into a town and in ^{s^d} vote declared that that was as they appre-
hended the true meaning of ^{s^d} Prop^{rs} in their original Contract afores^d
And the ^{s^d} Thomas says the said Proprietors do in fact continue not
incorporated into a town & that he has ever since continued and still is
their Minister there - But he in fact says said Prop^{rs} have greatly
neglected to fulfil their ^{s^d} Contract with him for he says that of ^{s^d} fifty
pounds which by force thereof they ought to have paid him on the
Eleventh of Nov^r 1755 they have paid him only forty one pounds 15/0.1. &
that not on the afores^d Day but long after & at two several payments
viz thirty two pounds 9/0.1 on the 9th of June 1756 and nine pounds 6/
not before the 12th of June 1757. so that they have wholly neglected
to pay him eight pounds 4/3.3rd which they ought to have paid him
on the ^{s^d} Eleventh of Nov^r 1755. - And that of the sum of fifty pounds
which by virtue of the Premises they ought to have paid him on the
Eleventh of Nov^r 1756 They have paid him only ten pounds 1/9.2 &
that not on the ^{s^d} Day of Payment but long after viz on the 29th
of June 1758 so that they have wholly neglected to pay him thirty
nine pounds 10/2.2 of the said sum payable on ^{s^d} 11th of Nov^r 1756.
And of the sum of fifty pounds which the ^{s^d} proprietors by force of ^{s^d}
premises ought to have paid him on the 11th of Nov^r 1758 they
have paid him no part but have wholly failed to fulfil their said
Contract for that year - by Reason of which Defaults and Neglects the
said Thomas has been put to great Inconveniences & much straitened
for the necessary Subsistence of his family & greatly discouraged in his ^{s^d}
Works But whether ^{s^d} Neglects have happened by Reason of the ^{s^d} prop^{rs}
not having granted the money necessary to pay ^{s^d} Thomas or whether
thru the Default of the Agents in not Appoying the same or whether
through the Default of the collector in not collecting the same if as-
signed your complainant has not been able to learn but because he is
in Great need of Relief he humbly supplicates this hon^{ble} Court that they

144. They would provide for his Relief in the Premises as to Law and
Strong or } Justice belongs that said Proprietors may be obliged to pay him what
the Prop^r } is in Arrear and due to him by force of the Premises as aforesaid &
New Marl. } Also such further Sum as your worships shall judge a meet Satisfaction
for the Damage he has sustained by ² Delays of Payment &c -

The foregoing Complaint was originally made at the Session of this Court
held at Northampton on the Second Tuesday of February 1739. & of ² Prop^r
ordered to be summoned &c And the Comp^t continued to the then next Court
When and where the Parties appeared - & the Matter further continued to
the then next Session of ² Court for their further Advancement &c - At
which last mentioned Session of ² Court the Case was further Cont^d to
the then next Session of ² Court to be held at Northampton on the Second
Tuesday of Nov^r then next & the ² Prop^r ordered particularly to make
known to said Court then next to sit as aforesaid what they had done
towards effecting the payment of what is in arrear to y^e Comp^t as
set forth in ² Complaint & as appears at large on the Record of ²
Court by which ² Order was made - At which ² Court held in Nov^r as
aforesaid The Complaint was further continued to the Session of this
Court then next to be held at Northampton on the Second Tuesday of Feb^r
then next - And then further continued by Agreement of the parties
to this Term - And now the parties appear, viz the Comp^t by John Wor-
thington & Joseph Hawley Esq^r His Att^y & the Deft^s by Jabez Ward
Esq^r their Agent Who now produced agreeable to the former ^{order} of the Court
hereon the several votes of ² proprietors which had been made & passed
by them for effecting the payment of what was in Arrear of said
Strong's Salary as aforesaid And it appearing to the Court upon a
full Examination of the Evidence produced for the purpose aforesaid
and ^{after} hearing the Parties thereon that the Sum of eight pounds 4/4. 3.
lawful money is yet in Arrear & unpaid of the Salary w^h became
due to ² Strong on the Eleventh day of Nov^r 1755 And of the Sum
which became Due to ² Strong for his Salary On the 11th day of
November 1756 that Eleven pounds 2/11. 1. lawful money is yet in
arrears and unpaid - Its hereupon Considered and Ordered by the
Court that Jabez Ward Esq^r William Alexander and Zenas Wheeler
all of ² New Marlborough a Committee chosen and appointed by
the Proprietors of the Plantation of New Marlborough afores^d to collect
the several Sums which were in Arrear of said Strong's Salary w^h
became due on the Eleventh day of November 1757. be enjoined to
collect and enforce the payment of all such Sums as are unpaid
by the Proprietors of said Plantation on the Assessments that
have been made on the Lands in said Plantation pursuant to the grants
and votes of said Proprietors made and passed on the eighteenth
day of February 1756 and on the 25th day of March 1757 ^{respectively} and to pay
the Same to M^r Jesse Taylor Treasurer for said Proprietors to the use
of said Strong and that the said Committee make the Same appear
to this Court at their next General Session at Springfield to be on
the last Tuesday of August next - And that said Taylor be and
hereby is strictly enjoined to pay to said Strong of the moneys
which said Committee have or shall pay in to him collected by
them on the Assessment made according to the first grant above
the Sum of eight pounds four Shillings and four pence three farthings
and

And of the money which said Committee have or shall pay to him ^{Strong or the Prop^r}
Collected on the Assment made pursuant to the last of the above said ^{New Marl.}
Grants the Sum of Eleven pounds two Shillings & Eleven pence one
farthing and that he make the same appear to this Court at their
Next Session above said - And also that the Proprietors of said Planta-
tion in reasonable Time from this Day raise Collect and pay to the
Complainant the Sum of fourteen pounds nineteen Shillings and
Ten pence lawful money by this Court adjudged to be due to said
Complainant for and on acc^t of the Delay of the Payment of several
Turns granted him for his Salary in the years 1755 & 1756 - And
that the s^d Proprietors being present by Jabez Ward by their Agent
take Special Notice of this order and conform accordingly - And
that the Case be continued to the next Term -

Gideon Clark of Northampton in the County of Hampshire yeoman &
Deputy Collector of the Duties of Excise by one Law of this province set ^{Clark}
on Spirits distilled and on Wine and on Limes Lemmons & oranges ^{Fowler}
imported and sold in said County between the twenty fifth Day of
March 1759 and the twenty fifth day of March 1760 Under Mr Gads-
byrman Collector of said Duties for said County Complainant vs
Bildad Fowler of Westfield in the same County yeoman deft setting
forth that said Fowler on the second Day of May last past did import
from Hartford in the Colony of Connecticut into said town of Westfield
and to the Dwelling House of said Fowler there one Hogshead of Rum
containing One hundred and twelve Gallons of the value of twenty pounds
lawful money And that said Fowler there on the same second Day
of May did sell and deliver said Hogshead of Rum to Joseph Staunton
of Westfield Azariah Dewey and Joel Prindal living in the Green-
Wood all in said County not having any licence so to do from y^e Court
of General Sessions of the peace in this County & without a permit so to
do from the said Collector or his Deputy Contrary to one Law of this
Province in that Case made and provided and intituled an Act for
granting to his Majesty an Excise on spirits Distilled and wine and
on Limes Lemmons and Oranges whereby by Virtue of said Law s^d
Fowler hath forfeited the Sum of fifty pounds and the value of said
Rum which being twenty pounds amounts in the whole to twenty
pounds to be disposed of one third part to s^d Gideon Who prosecutes
for the same And the other two thirds to the Collector for the Use of this
Province - s^d Gideon therefore humbly prays. On This Complaint was
originally entered at the last Court & the said Fowler then bro't be-
fore the Court & obliged to recognize for his appearance here & And now
The Comp^t & Def^t appear - The Complaint was now read and the said
Fowler being required to plead thereto pleaded not guilty and put
himself upon the Country for a Trial - After a full hearing of the parties
and all things touching the Case being fully discussed this Case was
committed ^{as jury were} to try the Issue between the Comp^t & the Def^t Who returned
their Verdict viz The Jury on their Oaths say the def^t is guilty -
It's therefore considered and ordered by the Court that the s^d Bildad
forfeit and pay the Sum of fifty pounds lawful money and the value
of the Rum sold as aforesaid being £20. amounting in y^e Whole to £70.
to be two third parts thereof to his Majesty for the Use of this Government
and the other third thereof to y^e Prosecutor & pay Costs standing Committed to The

Clark
or
Fowler

The deft appeals from the judgment of this Court to the next Superi^r Court of Judicature Court of Assize and General Goal Delivery to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and Recognized with Sureties as if Law directs to prosecute his appeal with Effect viz the s^d Biddad as Principal in the sum of £100. and W^m Cornelius Jones and Charles Phelps his Sureties in fifty pounds each. & also to abide the order of said Court hereon and not Depart without Licence &c —

Same
agt.
Same.

Gideon Clarke of Northampton in the County of Hampshire yeoman &c Deputy Collector of the Duties of Excise by one Law of this province set on Spirits distilled and wine and on Limes Lemmons and Oranges imported and sold in said County between the 25th Day of March 1759 and the 25th day of March 1760 Under said Symon Collector of said Duties for said County Complainant vs Biddad Fowler of Westfield in said County yeoman deft. Shewing that on the tenth of April last said Biddad did import from Hartford in the Colony of Conne-
ticut into said town of Westfield and to his Dwelling house there one one hoghead of rum containing one hundred gallons of the value of fifteen pounds lawful money and at said Westfield on the fifteenth of July last did sell and deliver said Hoghead of Rum to one Hebediah Dewey living in the New Township called No One in s^d County yeoman not having permit so to do from said Collector or his Deputy and without having Licence from the Court of General Sessions of the peace for said County to sell strong drink and Spirits by Retail which importing and selling said Rum is contrary to one Law of this province in that Case provided in the thirty second year of his Majesty George the Second, Reign And intituled an Act for Granting unto his Majesty an Excise upon Spirits distilled & Wine and upon Limes Lemmons and Oranges whereby by virtue of said Law said Biddad hath forfeited fifty pounds and the Value of said Rum which being fifteen pounds amounts in the whole to £65. to be disposed of one third part to said Gideon who prosecutes and the other two thirds to the Collector for the Use of this Province the s^d Gideon therefore prays. &c This Complaint was originally entered at the last Court and the said Biddad then brot before the Court &c Case was then continued to this Court and the said Biddad obliged to Recognize to appear here &c. And now the parties both appear — The foregoing Complaint being now read and said Biddad required to plead to it he plead not guilty and put himself upon the Country for a trial — After a full hearing the Case was committed to a jury Who were sworn According to Law to try the Issue betwixt the Comp^t and the Deft Who returned their Verdict therein that is they say on their Oath that the deft is guilty — The Court having considered of the Offence Ordered that the said Biddad forfeit and pay the Sum of fifty pounds lawful money and the Value of the Rum sold as aforesaid being £15. amounting in the whole to £65. to be disposed of one third part thereof to the said Gideon Who prosecutes for the same and the other two thirds parts thereof to be to his Majesty for the Use of this Government and pay Costs of Prosecution standing Committed &c.

The

The said Bildad appeals from the Judgment of this Court to the next Superior Court of Judicature Court of Assize and General Gaol delivery to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next Who recognized as principal in the sum of £200 lawful money Mr. Cornelius Jones & Charles Phelps Esq. as Sureties in the sum of fifty pounds each for said Bildad's appearing at s^d Court and prosecuting his Appeal with Effect and for his abiding the Order of s^d Court thereon and not defaulting without Licence

The Grand Jurors for the body of the County of Hampshire do on their Oaths present Abner Parsons of Springfield in said County yeoman for that said Abner at Northampton in said County on the third day of December last did with force and arms feloniously steal take and carry away four spanish milled Dollars of the value of Six Shillings each and one piece of Silver Coin called a Cobb of the value of Six Shillings and one piece of Silver Coin called a pistercen of the value of one Shilling and two pence two farthings the Goods and Chattels of Ebenezer Clark of Northampton aforesaid gent. & also for that s^d Abner then and there with force and arms did feloniously steal take & carry away two spanish mill'd Dollars of the value of Six Shillings each & one English Crown of the Value of Six Shillings and eight pence the Goods and Chattels of Elihu Clark of s^d Northampton yeoman Contrary to the law of this province in such cases provided the peace of the said Lord the King his Crown & Dignity. Which Presentment was made at the last Court and signed Daniel Whiteforeman - & now the s^d Abner was bro't before the Court and heard the foregoing Presentment to which being Required to plead. He said he would not contend with the Thing. The Court having considered of his Offence ordered that he be bound in the Sum of £200 lawful money to be to his majesty for the support of the Government of this Province and to be the value of y^e Goods stolen viz to the said Ebenezer the sum of £4. 13s. 7d. & to the s^d Elihu the sum of £2. 16s. 0d. & pay Cost standing Committed be

The Grand Jurors for our Sovereign Lord the King for the body of the County of Hampshire do on their oaths present Samuel Owen Jun^r of New Salem in said County yeoman for that said Samuel there on the tenth of June last did wickedly willingly and voluntarily with force and arms chase hunt and kill one grown wild Deer and then and there had the Skin and raw flesh of said Deer in his possession Contrary to law the King's Peace his Crown and Dignity - Which Presentment was made at the last Court and signed Daniel Whiteforeman - The said Samuel was now bro't before the Court. And the Presentment being read - The att^y for our said Lord the King being here present in his own person says he will no further prosecute the s^d Samuel thereon - Ordered that he be dismissed & go without Day.

Warham Williams of Sheffield yeoman Who together with one John Williams Jun^r of the same place was presented at the last Court for stealing four Gallons of Rum the Goods of John Burghardt of s^d Sheffield was now brought before the Court - but the Witnesses for our Sovereign Lordy King in Contempt of the Court & y^e law refusing to appear here and give Evidence of what they know of the matters charged in s^d Presentment.

Ordered.

S. Rex } Ordered that the said Warham shall become bound by way of Recognizance to the King with Sureties in the Sum of £20 to appear at the next Court to answer to the said Presentment &c. - & Also that he become bound by way of Recognizance to the said Burghardt with Sureties in the Sum of forty eight Shillings for his appearance there & for his abiding the Order of Court which may be then made thereon &c. -

William } Warham Williams abovenamed recognized before this Court as principal
Recogniz } to the King in the Sum of £20 money John Williams of Sheffield and
Zebadiah Dewey of N^o. 1. as Sureties in the Sum of £10 each (Condition
that y^e said Warham appear at the next Court of General Sessions of
the peace to be held at Springfield on the last Tuesday of August next
to answer to the presentment of the Grand Jury for stealing &c. &
for his performing the Order of Court thereon & not departing &c. -

Same } The s^d Warham recognized as principal before this Court in the Sum
Recogniz } of £200. to John Burghardt of Sheffield yeoman & John Williams
as Surety in the same Sum being treble the value of the goods stolen
to be forfeited to the s^d Burghardt if the s^d Warham make Default
of appearing to take his Trial according to his foregoing Recognizance
in case it shall then be made appear the s^d Sum was stolen as set
forth in the presentment -

Younglove } Jonathan Younglove of Sheffield (by Order of Court) recognized to the
Recogniz } King in the Sum of £5 to appear at the next Court to give Evidence of
what he knows respecting the abovementioned presentment -

Order for } William King Jun^r. Jn^r. Burghardt and Eleanor Gunn all of Sheffield
attaching } having failed and refused to appear here as they were lawfully
Witnesses } commanded to do to give Evidence of What they respectively know
of the Matters charged in the abovementioned Presentment in
Contempt of the Court and the Law Ordered that a Warrant be made
against s^d W^m Jn^r. & Eleanor that they may be apprehended & brought
before this Court at their next Session here on the last Tuesday of
August next as well to give Evidence of what they know respecting
said Presentment as to answer for their Contempt aforesaid -

Warrant issued June 2^d 1760.

Patterson } David Patterson of Greenwich in the County of Hampshire Labourer
in the Assess } Comp^{ts} or the Assessors of the Town of Greenwich for the year of the
the Assess } Lord 1750. setting forth that they in that year set and assessed upon him
of Greenwich } said David thirteen Shillings and six pence in their province Assessment
and nine pence two farthings in their County rate or Assessment and
ten Shillings and eight pence in their Town Assessment All which
Sums the said David says are more than he ought to pay for that he
says he ought not to have had any Sum set on him by y^e said Assess^{rs}
in any of their s^d Assessments because he was not an Inhabitant nor
Resident in s^d town in the said year or any part of it. ^{but} was for the
whole of s^d Year Resident in the township of Colrain and a Soldier
in his Majesty's Service for the defense of the frontiers of this province
and the said David says that at said Greenwich on the last day of
November last the Const^{ble} of s^d Greenwich for the year aforesaid re-
quired said Sums of said David all which he paid to him whereupon
on the same day s^d David thereafterwards applied himself to said
Assessors for s^d year 1750 praying them to cease & abate him s^d Rates
demon-

demonstrating to them that he was over-rated as aforesaid which Assessors wholly refused to ease said David of said Sums or any part of them. Wherefore he humbly Supplicates the Relief of this honorable Court in the Premises And that the said town of Greenwich may be obliged to repay said Sums to him. The foregoing Complaint was entered at the last Court and the 2^d Assessors ordered to be notified & And now having been notified, the said Assessors come into Court and having heard the Complaint by John Worthington Esq their Attorney plead that by Law this Court has not Cognizance of the Matters charged in the same & therefore they ought ^{not} to be held to answer thereto &c. After a full hearing of the parties upon this Plea It is Considered and Determined by the Court that this Court by Law cannot take Cognizance of this Complaint and that the same shall be & hereby is dismissed & the debt go without Day.

William Sherer of Palmer in the County of Hampshire yeoman Com-plain that the Assessors of that place for the year 1759 overrated y^e said William in their several Rates or Assessments made by them on the Inhabitants of said Palmer several Sums which they refuse to ease and abate praying the Relief of this Court &c Ordered the Assessors of Palmer for the year of the Lord 1759 be notified to appear here at the Next Session of this Court to be on the last Tuesday of August Next to shew Cause (if any they have) wherefore they ought not to ease and abate the said William the several Sums which he complains he is over-rated and that they produce their Lists of Assessment at y^e same time.

Reuben Iudd of South Hadley in the County of Hampshire yeoman Com-plain that he was over Rated by the Assessors of that place for y^e year 1759. in their Rates called the County Rates & Distinct Rates 12/9.3. which they refuse to abate him &c. Ordered that the said Assessors be notified to appear before this Court at their Session to be held here on the last Tuesday of August next to shew Cause why the 1st Reuben should not be abated said Sum &c And also that they produce their Lists of Assessment in Court.

Ferriages.

Licence is granted by this Court to John Hooker to keep a Ferry at the ferry Place lately called Parkers ferry-place against the 1st End of the Mountain called Sugar Loaf the fare for man and horse from the Middle of November to the middle of may to be three pence, for a single person one penny one third of a penny - The rest of y^e year for Man and horse to be two pence, for a single person one penny - Who recognized to the King in the Sum of £10. for the faithful discharge of his place.

Licence is granted to Benjamin Leonard Jun^r to keep a ferry at the place called the upper wharf in Springfield the fare for man and Horse to be the same it has been usually - Who recognized to the King in y^e Sum of £10. for the faithful discharge of his place.

Tea Coffee &c.

Licence is granted to Mr Robert Brecke Jun^r of Springfield to sell Tea Coffee and China ware in the Shop where he now trades for one year Next ensuing Who recognized to the King with sufficient Sureties in the Sum of £10 lawful money to render the Accounts and pay the Duties by Law required as y^e said Recognizance on file appears.

Elihu Wright } Licence is granted to Doctor Elihu Wright to sell Tea Coffee and China Ware where he now dwells for one year ensuing - Mr. Jesse Taylor of New-Marlborough came before the Court and recognized to the King with sufficient Sureties in the sum of ten pounds for the said Elihu, keeping and rendering the Accounts & paying the Duties by Law Required as by s.^d Recognizance on file appears -

Daniel Moody } Daniel Moody of s.^d Hadley is licensed to sell Tea Coffee and China Ware where he now dwells one year next ensuing - W^m Eastman came before the Court and Recognized to the King with sufficient Sureties in the sum of £10 lawful money for s.^d Moody's rendering the Accounts & paying the Duties as the Law requires as by s.^d Recognizance on file appears -

Josiah Dwight } Licence is granted to Josiah Dwight Esq. to sell Tea Coffee and China Ware out of the Shop Near his Dwelling house for one year next ensuing - Who recognized to the King with sufficient Sureties in the sum of ten pounds to render & pay & Duties by Law required as by s.^d Recognizance on file appears -

John Ashley } Licence is granted to John Ashley Esq. of Sheffield to sell Tea Coffee and China Ware where he now dwells for a year next ensuing - Who recognized to the King with sufficient Sureties in the sum of ten pounds, to render the Accounts and pay the Duties by law required as by s.^d Recognizance on file -

Josiah Chauncy } Licence is granted to Josiah Chauncy Esq. of Amherst to sell Tea Coffee and China Ware where he now dwells for one year next ensuing. Charles Phelps Esq. recognized as principal to the King with sufficient Sureties in the sum of £10 lawful money for the said Josiah's exercising his said Licence only in his s.^d House and for his rendering the Accounts and paying the Duties by Law required as by s.^d Recognizance on file appears -

County Treasurer } Upon opening and sorting the Votes for a County Treasurer for the year ensuing it appeared Mr. Edward Pyndon of Springfield was chosen to that Office. Who was sworn according to Law faithfully to intend and perform the Duties of his place -

Fornication -

Hannah Scott } Hannah Scott of Montague widow came before this Court and Confessed she had been guilty of the Crime of Fornication - The Court having considered of her Offense Ordered that she pay a fine of 13/4 lawful to the King for the Support of this Government & Cost standing Committed &c.

Merry Bush } Merry Bush of Sheffield Confessed before this Court that she had been guilty of the Crime of Fornication, being the Second Offense of this kind which the Court having considered of, Ordered that she pay a fine of 13/4 to his majesty for the Support of Govern.^t & Cost. standing Committed &c.

Abigail Larabee } Abigail Larabee of Westfield Confessed before this Court that she had been guilty of the Crime of Fornication before marriage. The Court having considered of her Offense Ordered that she pay a fine of 13/4 to the King for the Support of Government & Cost standing Committed &c.

Order Respecting } Ordered by this Court that the Sum set upon the Town of Hadley in this County at the last November Court as their Proportion of the County Tax then ordered to be assessed and levied upon the County - be assessed and levied upon the said Town and the District of Amherst in said County in y^e following Proportion - viz -

Viz The Sum of £8.16.7.2. lawful money upon the polls and Estates of the Inhabitants of said town of Hadley and the Sum of £5.17.7.1 upon the Polls and Estates of the Inhabitants of said District of Amhurst and that Warrants Issue to the Assessor of the respective places accordingly
Warrants is: 2^d June 1760 -

Daniel Murphrey Junr. of Blandford Who stood bound by Recognizance to make his personal Appearance before the Justices of this Court was now discharged therefrom by Proclamation by Order of Court
Daniel Murphrey Discharged.

Captain Root of Montague presented an account to this Court of his Expenses in the Repairs of the Bridge over Miller's River in the County Road leading from Montague to Northfield which were made by order of Court amounting in the whole to the Sum of £30.5.3. lawful money which the Court having Considered of allow, And determine the same shall be and hereby is made payable to said Root - & It's ordered that the County Treasurer of the County of Hampshire be directed forthwith to pay the said Root sixteen pounds part of said sum out of the said County Treasury the remainder thereof to lie till the further order of this Court.
Order is: by J^{es} Treas^r 22^d of May 1760.

Deacon Aaron Lyman of Old Spring presented an account to this Court of his Expenses in repairing the Bridge over Swift River in the County Road from Hadley to Brookfield amounting in the whole to the sum of 16/8.2 lawful - & the Court having Considered thereof allow it - and It's Ordered that the County Treasurer of this County be directed to pay the same to the said Lyman out of the said County Treasury in full Discharge thereof
Order is: by J^{es} Treas^r 3^d June 1760 -

M^r. Edward Pyncheon County Register presented an account to this Court of Expenses in purchasing and procuring a Period Book for the County amounting in the whole to three pounds 10s. Which the Court having Considered of say is allowed - & It's Ordered that the County Treasurer be directed to pay the said Pyncheon the said sum in full out of the said County Treasury -
Order is: 3^d June 1760 -

Robert Smith of Palmer and Margaret Mawhorter of Greenwich on the thirteenth Day of December 1759 were lawfully married by the Rev^d Ezra Thayer - And On the Ninth of January 1760 - Ebenezer Cooley of Petersham and Lydia Russell of Greenwich were lawfully joined in Marriage by the same Thayer as a Certificate under the Hand of the Town Clerk of Greenwich on file appears -
Marriages.

Pursuant to a Warrant under the Hands of the Select men of the Town of Sheffield in the County of Hampshire bearing Date the 31st of March last - Asa Blodget his Wife and Children their Names unknown Who came last from Salisbury. Felix Powell and Patience his Wife who came last from Faneau Joseph Stevens and Margaret his Wife who came last from Enfield Tho^s Wakefield Kerzia his Wife & Hannah their Child who came last from Ashford Tho^s Willcox & Elizabeth his Wife Nathan and Martha their Children Christopher West and Anna his Wife Prince Jonathan Miner Sarah Submit and Mary their Children Whorame last from Salisbury Wm Stockwell and Mary his Wife who came last from Connecticut Samuel Clark and Sarah his Wife Jonathan Wright and his Wife and Sarah & John their Children Joseph Pitts and Anna his Wife and their Children who came last from Connecticut and J^r. Knap who came last from the nine Partners Jⁿ. North and his wife & their Children who came last from Faneau & Comfort Martha and wife & Children were all warned forthwith to depart and leave said Town on y^e fourth Day of April last & Elnothian Bush Constable of Town, as a Warrant file -
Persons warned & warned out of town of Sheffield

Thomas Wadson - } Pursuant to a Warrant under the Hands of the Select-men of the town
 Ward - } of Springfield bearing Date the 29th of March last Thomas Wadson who
 Rockwood } came there in December last Deborah Ward widow who came there
 from Uxbridge in December afores^d. And Esther Rockwood who came
 there from S^d Hadley on the eleventh of June last were all warned
 on the 4th Day of April last past to depart and leave said Town by
 Daniel Warner Constable as ~~the~~ Warrant & Return on file appears -

Thos^d Patterson } Pursuant to a warrant under the Hands of the Select Men of the
 Family } Town of Pelham bearing Date the 5th of March last Thos^d Patterson
 and his family who have resided in said Town about two months
 from that ^{date} upwards and came last from Ware River parish, on the
 14th of the same month were warned forthwith to depart and leave
 said Town & Joseph Pinken Consta^s as ~~the~~ Warrant & Return on file &c.

Persons } Pursuant to a Warrant under the hands of the Select Men of the
 warn'd } District of Egremont bearing Date the 27th of March last David
 to leave } Row Orfounka Row Ucha Row Mary Row Joshua Adams
 Egremont } Abigail Adams The Widow Ripanbarah and her Son Adam Ri-
 panbarah Samuel Clark Sarah Clark and all their Children on
 the 29th of the same March were warned forthwith to depart &
 leave S^d District & Eben Smith Consta^s as ~~the~~ Warrant & Return on file.

Holladay } Pursuant to a Warrant under the hands of the Select-men of the
 Family } Town of Brimfield in this County bearing Date the 4th Day of
 and } February last Abraham Holladay and his Wife who there from
 Suffield some time in the Summer past on the 5th of March
 last were warned to depart out of S^d Town & Eben Bishop Constable.
 Roads } Also pursuant to another Warrant under the Hands of the same
 and } Select Men of Brimfield bearing Date the 5th of November 1789
 Family } Abraham Roads and family who came from Woodstock there
 some time in the Month of March last or thereabouts on the 25th
 February last were warned to depart out of S^d Town & the same
 Consta^s as ~~the~~ Warrants and Returns on file appears -

Anna } Pursuant to a written Instrument under the hands of the Select-
 Crowfoot } men of South Hadley bearing Date the first Day of April last -
 Anna Crowfoot was on the same day warned forthwith to depart
 & leave that town upon the peril of the Law by Stephen Warner
 Constable as ~~the~~ Warrant and Return on file appears -

The foregoing Judgments and Orders
 were made and entred up and then the
 said Court adjourned without Day -

At W^m Williams Clerk.

Hampshire ss: Anno Regni Regis Georgii Secundi magnae
Britanniae Franciae et Hiberniae triagesimo quarto. } A.D. 1760.

At his Majesty's Inferior Court of Common Pleas begun & held at Springfield within and for the County of Hampshire on the Last Tuesday of August being the twenty-sixth Day of said Month Anno Domini 1760. } August Inferior Court

Justices of said Court present

Jury for Trials--

County Jury--

De Tal. Circum-

viz-
Joseph Dwight
Israel Williams
Josiah Dwight
Tim. Dwight Junr

John Leonard foreⁿ
James Sipes
Samuel Hildbrooke
Athamar Clarke
Elnathan Wright
Noah Nash
Stephen Noble
Richard Montague
Benjamin Bolton
Samuel Moulton

Elisha Noble
Charles Goodrich
Charles Brewer
Jesse Taylor
Samuel Keep
Nehemiah Hinds
Jeremiah Powers
Samuel Shaw
Dunstan Quantan.

completed out of the Tales men in several cases

Jesse Warner of Springfield yeoman plt. vs William Spener of Sheffield yeoman Deft in a plea of the Case &c. This Case by agreement of the Parties is further continued under the same rule to the next Term of this Court to be held at Northampton within and for the County of Hampshire on the Second Tuesday of November next the Referees then to make Report &c.

Timothy Phelps of Windsor in the County of Hartford & Colony of Connecticut in New-England yeoman plt vs Charles Bolton of Springfield in the County of Hampshire yeoman deft. in a plea of the Case for that the deft at Springfield aforesaid on the Eighteenth Day of April 1757 by his Note of that Date for Value received promised the plt to pay him the Sum of four pounds and two Shillings lawful money within one year from said Date yet the Deft tho' often thereto requested hath never performed his said Promise but unjustly neglected to do it to the Damage of the said Timothy five pounds - This Action was originally commenced to have been heard and tried at the last February Term but by consent of the parties was continued then to the next Term and from the last Term to this as the Record may be seen - And now the Parties by their respective Attornies viz the plt. by Cornelius Jones Gent. and the deft by Jn^r Worthington Esq appear. And the Deft comes and defends & reserving to himself the Liberty of giving any special Matter in Evidence under the General Issue pleads that he never promised in Manner and Form as the plt has alledged and thereof puts himself on the Country, & the plt likewise - After a full hearing of the Parties the Case was committed to the Jury M^r John Leonard foreman and Fellows who returned ^{their verdict} therein & on their Oath say they find for the plt. the Sum sued for being four pounds & lawful money Damages and Cost of Court - It is therefore Considered by the Court that the said Timothy recover ag^t said Charles four Pounds two Shillings lawful money Dam. & Cost tax at three pounds 17/11 - Exon is. 20th Sept. 1760.

William Williams of Salisbury in the County of Litchfield in the Colony of Connecticut in New England Physician plt vs David Clark of Sheffield in the County of Hampshire yeoman deft in a plea of the Case demanding seven pounds and eleven pence for sundry Articles of A/c^t as if the Writ on file bearing Date the fifth Day of May last fully appears - This Action was originally entered at the last Term of this Court & was then continued by Agreement of the Attornies to this Court and now the Deft tho' three times solemnly called to come into Court came not but made Default - It's therefore Considered by the Court that the said William recover against the said David Seven pounds and eleven pence lawful money Damages and Cost of Court tax at £4.2.3-

George Colton the Third of Springfield yeoman appellant vs Jonathan Burt of the same Springfield who is a person of unsound Mind and Sues by Nathaniel Ely Gent. his Guardian appellee from the Judgment of Josiah Dwight Esq at a Trial before him at Springfield on the 22^d of April last when and where the said Jonathan by his P. Guardian was plt and the said George was deft in a plea of the Case & as on file appears - This Action was entered at the last term of this Court then to be heard but by order of Court was continued to this and now the appellant being three times called was nonsuit and the Deft. defaulted -

Amos Lomis of Southampton in the County of Hampshire yeoman and Esther Curtis of Northampton in said County Widow & Spinster Pts vs Henry Curtis of Coventry in the County of Windham & Colony of Connecticut yeoman deft in a plea of Debt &c. this Action by Consent of the Parties is further continued to the inferior Court of Common pleas to be holden at Northampton for said County on the Second Tuesday of November Next -

Thomas Hutchinson of Boston in the County of Suffolk Esq plt. vs Benjamin Sikes of Springfield in the County of Hampshire yeoman deft In a plea of Land wherein the plt demands against Ben^d as his the plt's Right and Inheritance Two third parts in Common and undivided of a certain piece or Lot of Land (in three equal parts to be divided) lying in the first or North Division of outward commons so called On the East Side Connecticut River in said Springfield being the thirty Sixth Lot in Number originally laid out to one James Dorchester formerly of said Springfield deceased being in Length four miles East and West and in Width twelve Rods & eleven feet amounting Sixteen feet to a Rod about two acres of which Lot is now arable Land and one Acre thereof Pasture Land and of residue thereof wood Land and into which the said Benjamin hath no Entry but after the Disseizin which David Ingersoll unjustly and without Judgment committed against him the plt. within twenty years last past and whereof the plt. complains that v. Benjamin still unjustly dispossess him and whereon he says that within twenty years last past in a peaceable time in the present King's Reign he was seized of the above demanded Premises with the Appurtenances in his Demesne as of fee taking the Profits thereof to the Value of

of twenty Shillings p^r year and into which said Benjamin hath no Entry but after the Disseisin which David Ingersoll thereof unjustly and without Judgment committed against him within twenty years last past and whereof the said Benjamin unjustly deforseth him and still holds him out and thereupon he brings this Suit the said Benjamin's deforcing and holding out the plt. from said Demanded Premises is to the Damage of the said Tho^s as he saith twenty pounds. This Action was originally commenced at the last term of this Court at which Term the s^d Benjamin prayed the leave of the Court to impart to this Term that he might vouch to Warrant to him the Lands and premises demanded one David Ingersoll under whose Warranty he holds the same and it was granted him. And ~~David~~ David Ingersoll late of Sheffield in the said County of Hampshire gent. Who was duly summoned to appear here to take upon Himself the Defence of this Suit and to secure and defend the s^d Benjamin in his peaceable and quiet possession of the Lands and premises demanded according to his covenants &c being now present in Court in his proper person freely warrants the Lands aforesaid with their Appurtenances to the said Benjamin Sikes his Heirs &c -

And the said Thomas Hutchinson Esq by John Worthington Esq^r his Attorney demands against the said David Ingersoll Tenant by his Warranty the Lands aforesaid with their Appurtenances in form aforesaid &c and whereupon the said Thomas Hutchinson Esq by his s^d Attorney saith That the said Thomas was seized of the Lands aforesaid with their Appurtenances in his own Right as of his Inheritance and right in a peaceable Time in the Reign of our Lord the King that now is taking the profits thereof taking the profits thereof to the Value of twenty Shillings a year and into which the said David hath no Entry but by the Disseisin which he thereof unjustly and without Judgment committed against Thomas Hutchinson abovenamed with in twenty years last past and whereof the said David still unjustly deforseth him wherefore he brings this Suit. And the said David here present in Court freely acknowledges he committed against the said Thomas Hutchinson Esq the Disseisin aforesaid last abovementioned and that the said Benjamin Sikes had no Entry into the premises demanded but after that Disseisin. And now the Court order that the Case be further continued to the next Term for their further Consideration and Advice.

Foster Hutchinson of Boston in the County of Suffolk Esq plt. vs Benjamin Sikes of Springfield in the County of Hampshire yeoman Def^t in a plea of Land wherein the Plt^f demands against said Benjamin as his the Plt^f Right and Inheritance one third part in Common and Undivided of a certain piece or Lot of Land (in three equal parts to be divided) lying in the first or North Division of outward Commons so called on the East Side of Corner Street River in said Springfield Being the thirty Sixth Lot in number originally laid out to one James Dorchester formerly of said Springfield dec^d being in Length four miles East and West and in Width twelve Rods and Eleven feet amounting sixteen feet to a Rod about two Acres of which Lot is arable Land

Now -

Hutchinson
Esq vs
Sikes -

now and one acre thereof Pasture Land and the Residue thereof wood Land and into Which the said Benjamin hath no Entry but after the Disseisin which David Ingersoll unjustly and without Judgment committed against him the Plt^f within twenty years last past and whereof the plt complains that said Benjamin still unjustly deforseth him and whereon he says the within twenty years last past in a peaceable time in his present Majesty's Reign he was seized of the above demanded Premises with the Appurtenances in his demesne as of fee taking the profits thereof to the Value of twenty Shillings by the year and into which said Benjamin hath no Entry but after the Disseisin which David Ingersoll thereof unjustly and without Judgment committed against him within twenty years last past and whereof the said Benjamin unjustly deforseth him and still holds him out and thereupon he brings this Suit the said Benjamin's Deforcing and holding out the said Plt^f from said Demanded Premises is to the Damage of the said Foster - as he says Twenty pounds - This Action was originally commenced at the last Term of this Court at Which Term the said Benjamin prayed the Leave of the Court y^t he might impale to this Term to vouch to warrant to him the Lands and premises demanded one David Ingersoll under whose Warranty he holds the same and it was granted him - And David Ingersoll late of Sheffield in the County of Hampshire Gent. Who was duly summoned to appear here and take upon Himself the Defence of this Suit and to secure and defend the said Benjamin in his quiet & peaceable Possession of the Lands and Premises demanded according to his Covenant and Warranty - Being now present in Court in his proper person - freely warrants the Lands aforesaid with their Appurtenances to the said Benjamin his Heirs &c - And the said Foster Hutchinson Esq by John Worthington Esq. his Attorney demands against the s^d David Ingersoll Tenant by his Warranty the Lands aforesaid with their Appurtenances in form aforesaid &c - and whereupon the said Foster Hutchinson Esq by his said Attorney saith that the said Foster was seized of the Lands aforesaid with their Appurtenances in his own Right as of his Inheritance and Right in a peaceable Time in the Reign of our Lord the King that now is taking the profits thereof to the Value of twenty Shillings a year and into which the said David had no Entry but by the Disseisin Which he thereof unjustly and without Judgment committed against said Foster within twenty years last past and whereof the said David unjustly deforseth him - And the said David Ingersoll here present in Court freely acknowledges that he committed against the said Foster the Disseisin aforesaid in the last foregoing Declaration mentioned and that the said Benjamin Sikes had no Entry into the Demanded Premises but after that Disseisin - And the Court now order that this Action be continued to the next Term for Advise ment &c -

Same
Ingersoll

Oliver
Esq vs
Sikes -

Robert Oliver of Dorchester in the County of Suffolk Esq plt vs Benjamin Sikes of Springfield in the County of Hampsh^r yeoman def^t in a plea of Land wherein the plt. demands against s^d Benj^a as his the Plt^f Right and Inheritance a certain piece or Lot of Land in the first or North Division of the outward Commons so called on the East Side of Connecticut River in said Springfield being the forty first Lot

Lot in Number in said Division being in Length East and West four Miles and in Width North and South nine Rods eight feet and ten Inches (amounting sixteen feet to a Rod) and which was originally laid Out to one Nathaniel Bliss formerly of said Springfield now dec'd. Oliver Esq/ or Sikes -
Two acres and a quarter of which is meadow Land and about three Acres thereof arable Land and the residue thereof Wood Land and into Which said Benjamin hath no Entry but after the Disseisin which David Ingersoll unjustly and without Judgment committed against him the Plt within twenty years last past and whereof the Plt complains that said Benjamin still unjustly defoueth him and whereon he says that within twenty years last past in a peaceable Time in the Reign of our Lord the King that now is he was seized of the above demanded premises with the Appurtenances in his Demesne of fee taking the profits thereof to the Value of twenty Shillings per Year and into which said Benjamin hath no Entry but after the Disseisin which the said David thereof unjustly & without Judgment committed against him within twenty years last past and whereof the said Benjamin defoueth him and still holds him out and thereupon he brings this Suit the s^d Benjamin defouing and holding out the said Plt from the s^d Demanded Premises is to the Damage of s^d Robert as he saith thirty pounds.

This Action was originally commenced at the last Term of this Court at which Term the said Benjamin prayed the Leave of the Court to impart to the next Term that he might vouch to warrant to him the Lands and Premises demanded one David Ingersoll under whose Warranty he holds the same and it was granted him - And David Ingersoll late of Sheffield in the county of Hampshire Gent Who was duly summoned to appear here and take upon Himself the Defense of this Suit & to secure & defend the said Benjamin in the peaceable and quiet Possession of the Lands and Premises demanded according to his Covenant & Warranty - being now present in Court in his proper person freely warrants the Lands aforesaid with their Appurtenances to the s^d Benjamin Sikes and his Heirs &c. And the said Robert Oliver Esq by John Worthington Esq his Attorney demands against the said David Ingersoll Tenant by his Warranty to the Lands aforesaid with their Appurtenances in form aforesaid &c. Same or Ingersoll
And Whereupon the said Robert Oliver Esq by his said Attorney saith the said Robert was seized of the Lands aforesaid with their Appurtenances in his own Right as of his Inheritance and right in a peaceable Time in the Reign of our Lord the King that now is taking the profits thereof to the Value of Twenty Shillings a year and into Which the said David hath no Entry but after the Disseisin which he thereof unjustly and without Judgment committed against said Robert within twenty years last past and whereof the said David unjustly defoueth him Wherefore he brings this Suit - And the s^d David Ingersoll here present in Court freely acknowledges that he committed against the said Robert Oliver the Disseisin aforesaid in the last foregoing Declaration mentioned and that the said Benjamin Sikes had no Entry but after that Disseisin into the premises demanded. And now the Court order that the Action be continued to the next Term for the Courts Advise ment thereon &c. —

Smith
 or
 Cooley. Sarah Smith of Springfield in the County of Hampshire Widow & Spinster
 Who was the Wife of Benjamin Smith late of said Springfield yeoman
 dec. plt. vs Roger Cooley of the same place yeoman def. The s. Roger by
 a proper Officer was commanded to render instantly and without Delay
 to the said Sarah her reasonable Dower which happens ^{to her} of a certain
 Messuage and of certain Lands in said Springfield described in the s.
 Sarah's Writ on file bearing date the third Day of May last with
 their Appurtenances which are now in the Possession of s. Roger and
 which were in the Possession of her s. Husband Benj. Smith & where
 of he was seized in his Demesne as of fee during the Coverture and of
 which she hath Nothing as she saith and whereof she saith the s.
 Roger hath deforced her but the said Roger failing to do so was sum-
 moned by good and lawful men in the Bayliwick of the Officer of
 served the said Writ to appear before the Court at their last Term to
 shew cause why to the said Sarah her reasonable Dower Aforesaid
 he doth not render & when and where viz at the Inferior Court to be held
 at Springfield on the third Tuesday of May last the said Roger came
 into Court to defend & and prayed the Leave of the Court to impart to
 this Term that he might vouch to Warrant to him the Lands and
 premises described in the plt's Writ one Joseph Frost under whose
 Warranty he holds the same against the Demand of the s. plt -
 And now Joseph Frost of Brimfield in the County of Hampshire
 Husbandman Who by a proper Officer by good Summoners named on
 file was summoned to appear here to warrant to s. Roger Cooley
 the one third part of the Lands and premises described in the plt's
 Writ above, in his proper person comes into Court and freely warrants
 the Lands and premises demanded by the s. Sarah to the said Roger agt.
 the Demands of the said Sarah And humbly prays the leave of the
 Court to impart to the next Term of this Court that he may vouch
 the Heir of one Israel Ashley Esq dec. to warrant the premises de-
 manded against the demand of said Sarah because he says he has
 the said Israel's Deed with Warranty whereby he in his Life covenanted
 for himself and his heir to and with the said Frost to Warrant the
 premises whereof the said Sarah demands her Dower to him his heir
 and assigns forever against the Demands of all Men And it is granted
 him And the Case Continued accordingly —

Murphey
 or
 Hutchinson Daniel Murphey of Woburn in the County of Hampshire yeoman
 plt. vs Matthew Hutchinson of Westfield in the same County yeoman
 def. in a plea of the Case demanding four pounds thirteen shill-
 and two farthings to balance accounts & This Action was originally
 commenced at the last Term then to have been heard & but by Order
 of Court was continued to this Court and now the Parties by their
 respective Attornies appear And enter into a Rule of Court to refer
 this Case and they mutually chose Eldad Taylor Esq and Ezra Clap gent.
 both of said Westfield and the Court appoint David Mosley Esq of said
 Westfield Who are to hear the Parties consider the Case and make
 Report to the next Inferior Court of Common Pleas to be holden at
 Northampton on the Second Tuesday of November next Whose Deter-
 mination or any Two of them is to be final & the Action is continued &c.

Moses Graves of Hatfield in the County of Hampshire Gentⁿ Plt. vs John Crawford late Resident at a place called Fort Massachusetts in the County of Hampshire now of Sutton in the County of Worcester Husbandman deft in a plea of the Case as by the pl^t's Writ on file bearing Date the 26th day of June last is at large set forth - The pl^t by Charles Phelps Esq his Att^y appears. The deft tho' three times solemnly called to come into Court did not come but made Default - It's therefore Considered by the Court that the said Moses recover against the said John the Sum of Twenty one pounds three Shillings and five pence lawful money Damages and Cost of Court tax at Two pounds four Shillings and three pence like money {Exⁿ is 29th Dec^r 1760 -

Jonathan Warner of Hadley in the County of Hampshire Trader pl^t vs John Hillyard of South Hadley in the same County Husbandman deft in a plea of the Case as by the Writ on file dated the twenty Second Day of July last is fully set forth - The pl^t by Charles Phelps Esq his Att^y appears. The Deft tho' three times solemnly called to come into Court does not come but makes Default. It's therefore Considered by the Court that the said Jonathan recover against the said John the Sum of five Pounds twelve Shillings and three lawful money Damages and Cost of Court tax at one pound fourteen Shillings & eleven pence like money. Exⁿ issued Sept. 24. 1760.

Jacob Cooper of Stockbridge in the County of Hampshire in the Province of the Massachusetts Bay in New England Husbandman pl^t vs Ebenezer Bardwell of Hatfield in the County of Hampshire Gentⁿ Def^t. in a plea of the Case as by the Writ on file bearing Date the Sixth Day of August last is fully set forth - The pl^t by Joseph Hawley Esq his Att^y appears. The deft tho' three times solemnly called to come into Court does not come but makes Default - It's therefore Considered by the Court that the said Jacob recover ag^t the said Ebenezer the Sum of Twelve pounds three Shillings and ten pence lawful money Damages and Cost tax at two pounds five Shillings & seven pence like money - Exⁿ issued Nov^r 18th 1760 -

Moses White of South Hadley in the County of Hampshire yeoman pl^t vs Ebenezer Bardwell of Hatfield in s^d County gent. deft in a plea of the Case as by the Writ on file bearing Date the Eleventh Day of August current is at Large set forth - The pl^t by Charles Phelps Esq his Att^y appears - The Deft. tho' three times solemnly called to come into Court did not appear but made Default - It's therefore Considered by the Court that the said Moses recover against the said Ebenezer the Sum of Eight pounds Six Shillings lawful money Damages and Cost of Court tax at One pound fifteen Shillings and two pence like money -

John Strong the Second of Windsor in the County of Hartford & Colony of Connecticut yeoman pl^t vs Moses Taylor of South Hadley in the County of Hampshire yeoman deft. in a plea of the Case as by the Writ on file bearing date the 22^d Day of July last is fully set forth - The Pl^t by Jth Worthington Esq his Att^y appears. The Deft tho' three times solemnly called to come into Court does not come but makes Default - It's therefore Considered by the Court that the said Strong recover against the said Taylor Six pounds three Shillings and two pence one farthing lawful money Damages and Cost of Court tax at one pound fourteen Shillings and seven pence like money. Exⁿ is 2^d Sept 26th 1760.

Ingersoll or Spencer } David Ingersoll of a New Township commonly known by the Name of
Spencertown lying West of Stockbridge and adjoining thereto and in y.
County of Hampshire Gentleman plt. vs William Spencer of Sheffield in
said County Blacksmith Deft. in a plea that the s^d William render
to the plt five pounds twelve Shillings and Seven pence lawful money
which he recovered against said William by the Judgment of the Infe-
rior Court held at Springfield in May 1760 for his Damages & Cost
which is yet in full force & wholly unsatisfied & all which is more at
large set forth in the Writ on file bearing Date the 11th of Aug^t Current.
The plt by John Ashley Esq his Att^y appears - The Deft tho three times
solemnly called to come into Court does not come but makes Default -
It's therefore Considered by the Court that the said David recover
against the said William the Sum of five pounds twelve Shill^s
and Seven pence lawful money Debt and Cost of Court tax at Two
pounds Sixteen Shillings and a penny like money. { Exon issued y.
20th Sept. 1760.

Hubbard or Abbat } Joseph Hubbard of Hadley in the County of Hampshire gent. plt vs -
Nathaniel Abbat late Resident at Amherst in the same County
Cordwainer and Husbandman Deft in a plea of the Case as by the y.
plt's Writ on file bearing Date the twelfth Day of August Current is
at large set forth - The plt. by his Att^y Charles Phelps Esq appears -
the Deft tho three times solemnly called to come into Court does not
come but makes Default - It's therefore Considered by the Court
that the said Joseph recover against the said Nathaniel four pounds
fourteen Shillings and Seven pence lawful money Damages and Cost
of Court tax at one pound sixteen Shillings & Eleven pence like money.
Exon issued 20th Sept. 1760.

Baxter or White } William Baxter of Greenwich in the County of Hampshire yeoman
plt. vs Isaac White of said Greenwich Blacksmith Deft in a plea of
Replevin for that the said Isaac White at a place called the Commons
in Greenwich aforesaid on the first Day of July last took a certain
black cow about eleven years Old having a white Spot on her Rump
marked with a Slit the under Side of the left or near Ear and a piece of
the same ear cut off of the price of six pounds belonging to s^d Will^m
and drove her away and impounded the said Cow in said White's barn
and in said pound viz in s^d Barn said Cow unjustly detained against
Pledges and Sureties till this Day viz the fifth of July aforesaid w^{ch}
is to the Damage of the said William as he saith three pounds -
The parties appear - and enter into a rule of Court to refer the Case -
The plt. chooses Lieut William Scott of Palmer the Deft chooses Capt.
Luke Bliss of Springfield and the Court appoint Capt Ebenezer -
Hitchcock of s^d Springfield Who are to hear the parties Consider y^e Case
and make Report at this Term Whose Determination or any two of
them is to be final - And Now viz at this same Term the abovenamed
Referees Report that having heard the Parties and duly Considered the
Case they do Judge award and determine that the said Isaac White
pay Cost of Court - Which Report is accepted - It's therefore Considered
by the Court that the said William recover against the said Isaac
his Reasonable Cost tax at Two pounds fifteen Shillings and ten
Pence lawful money & that Execution be awarded accordingly

David Field of Deerfield in the County of Hampshire gent. plt vs Isaac Foster of Greenfield in the same County yeoman deft. in a plea of the Case demanding Seven pounds one shilling and four pence two farthings lawful money due the first of July last to balance accounts as the Writ on file is fully set forth. The plt by Joseph Hawley Esq his Att^r appears. The deft tho' three times solemnly called to come into Court does not appear but makes Default. It is therefore considered by the Court that the said David recover ag^t the said Isaac Seven pounds one shilling and four pence half penny lawful money Damages & Cost of Court tax at two pounds one shilling and two pence like money.

Nehemiah Church of Montague in the County of Hampshire yeoman plt vs Peter Smith of Amherst in the same County yeoman deft in a plea of Debt for that the deft at S^r Springfield on the 12th day of December 1788 by is bond under his hand and Seal of that Date in Court to be produced bound himself by the Name of Peter Smith of Hadley in the same County Husbandmⁿ to the plt. by the Name of Nehemiah Church of said Hadley to pay him two hundred and twenty four pounds lawful money on Demand Also for that the deft afterwards on the same day and at said Springfield by his other bond dated the same Day in Court to be produced bound himself by the same Name as in the abovesaid Bond to the plt. by the Name of Nehemiah Church in the County of Hampshire Husbandman to pay to the plt another Sum of Two hundred and twenty four pounds lawful money on Demand yet the deft tho' often thereto requested has not paid said Sums or either of them to the plt but wholly deny to do it to his Damage as he says five hundred The plt. by Joseph Hawley Esq his Attorney appears. The deft tho' three times solemnly called to come into Court does not appear but makes Default. It is therefore considered by the Court that the S^r Nehemiah recover against the said Peter Two hundred and five pounds Eighteen Shillings and ten pence half penny lawful money being the Chancery of the abovesaid bonds Debt and Cost of Court tax at one pound eighteen Shillings and seven pence like money. After all Which the deft came into Court and appealed from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next and recognized with Sureties as the Law directs, prosecute his appeal with Effect as by said Recognizance on file appears.

Josiah Chauncy of Amherst in the County of Hampshire Esq plt. vs John Trask of New Salem in the same County Husbandman deft in a plea of the Case demanding two pounds 8/7.1² lawful money due the last Day of March last upon Ac^t &c. as by the Writ on file is fully set forth. The plt by Charles Phelps Esq his attorney appears. The deft tho' three times solemnly called to come into Court did not come but made Default. It is therefore considered by the Court that the said Josiah recover against the said John the Sum of Two pounds eight Shillings and Seven pence one farthing lawful money Damages and Two pounds and eleven pence like money Cost of suit.

Ebenezer Moulton of Brimfield in the County of Hampshire Clerk plt. vs Robert Watson Jun^r of Sheffield in the same County Trader deft in a plea of the Case demanding fifty eight pounds 6/ due by the deft note of the 21st of August

Moulton } August 1769. And also the Sum of four pounds Eighteen Shillings and
 or Watson } Six pence half penny due the last day of May last on an't & as is more
 fully set forth in the Writ on file. The plt by Mr. Samuel Brown Jun^r
 his Att^r appears. The deft tho' three times solemnly called to come
 into Court comes not but makes Default. It's therefore Considered
 by the Court that the said Ebenezer recover against the said Robert
 Sixty three pounds four Shillings and Six pence two farthings law-
 ful money Damages and Cost of Court tax at Two pounds, four-
 Shillings and one penny like money. Ex^r is. Sept. 10th 1760.

Van Schaack } Cornelius Van Schaack of Kinderhook in the County of Albany in the
 or Austin } Province of New York Merchant plt vs Anthony Austin of Sheffield
 in the County of Hampshire yeoman deft in a plea of Debt for that
 the Deft at Springfield aforesaid on the first of July 1744 by his bond
 of that date in Court to be produced bound Himself (by the Name of
 Anthony Austin of Sheffield afores^d Farmer) to the plt to pay him
 the Sum of thirty four pounds 10/3 current money of N^y New York w^{ch}
 is equal to twenty five pounds 10/8 lawful money of this Province
 on demand but has failed to do it & as p^r the Writ on file & -
 The plt by Mr. Samuel Brown Jun^r his Att^r appears. And the deft
 also by Mr. Cornelius Jones his Att^r comes into Court and confesses
 the forfeiture of the bond declared on praying an equitable Chancery
 thereof by the Court. It's therefore Considered by the Court that
 the said Van Schaack recover against said Austin Nineteen pounds
 five Shillings lawful money being the Chancery of the bond de-
 clared on Debt & Cost of Court tax at three pounds and seven pence.
 The deft by his Attorney abovenamed appeals from the Judgment
 of this Court to the Superior Court of Judicature & to be holden at -
 Springfield in and for the County of Hampshire on the fourth
 Tuesday of September next who recognized with Sureties as the Law
 directs for the Appellant's Prosecuting his Appeal with Effect as
 by said Recognizance on file appears.

Mtchksin } Johannis Mtchksin of Stockbridge in the County of Hampshire yeoman
 or Watson } plt. vs Robert Watson of Sheffield in the same County Saddler and Trader
 deft in a plea of the Case for Recovery of one hundred twenty five pounds
 12/6 New York money, equal to Ninety four pounds 4/5 lawful money due
 on the deft. Note of the 21st of April last with use & as on file. The plt.
 by Mr. Samuel Brown Jun^r his Att^r appears. The Deft. tho' three times
 solemnly called to come into Court does not come but makes Default.
 It's therefore Considered by the Court that the said Johannis recover
 against the s^d Robert Ninety Six pounds five Shillings and two pence
 half penny lawful money Damages & Cost of Court tax at two pounds
 ten Shillings and a penny like money. Ex^r is. Sept. 25th 1760.

Moulton } Ebenezer Moulton of Brimfield in the County of Hampsh^r Clerk plt. vs
 or Jarney } Robert Watson of Sheffield in the same County Saddler & Trader deft. in a plea
 of the Case demanding on the deft^r note of the 27th of Feb^r last Seventeen pounds
 three Shillings with use from the first of May last & as on file. The plt by
 Sam^l Brown Jun^r his Att^r appears. The deft tho' three times solemnly called to come
 into Court does not come but makes Default. It's therefore Considered by the
 Court that the said Ebenezer recover ag^t the s^d Robert Seventeen pounds 19/5 1/2
 lawful money Dam^s & Cost tax at £2 4s. like money Ex^r is. Sept 10th 1760.

John Ballin of Deerfield in the County of Hampshire yeoman plt vs Joel Mitchel of Wethersfield in the County of Hartford in the Colony of Connecticut in New-England yeoman administrator on the Goods and Estate of Michael Mitchel lately of Deerfield aforesaid yeoman dec. intestate deft. in a plea of the Case for that the said Michael in his life viz on the 17th day of May 1720 at s^d Deerfield by his note for Value rec^d. promised the said John to pay him Nineteen pounds current money worth as the plt says ten pounds of the present lawful money of this province by the last of July then next but tho' requested never paid the same nor has the s^d Joel since the s^d Michael's Death tho' often requested ever paid it but wholly denies to do it &c - The parties now appear and agree that the Case be continued - and it is accordingly continued to the next Infer^r Court of Common pleas to be held at Northampton &c on the Second Tuesday of November next -

Ballin
or
Mitchel's
Adm^r

Isaac White of Greenwich in the County of Hampshire yeoman plt. vs Israel Thomas of the same place yeoman deft in a plea of the Case for that the deft there on the twenty Second day of April last by his note for Value rec^d. promised the plt to pay him five pounds lawful money of this Province on Demand yet tho' requested has not done it but denies to do it to the plt's Damage as he says Ten pounds - The parties appear and enter into a rule of Court to refer the Case. The plt. chuses Luke Bliss of Springfield gent. the deft chuses William Scott jun^r of Palmer gent. And the Court appoint Ebenezer Hitchcock of Springfield Gent. Who are to hear the parties consider the Case and make Report at this Term. Whose Determination or any two of them will be final - And now - viz at this same Term the Referees report that They having heard the parties and duly Considered the Case do judge award and determine that the said Israel Thomas pay to the said Isaac White five pounds lawful money and Cost of Court and the Cost of this Reference being 18^s. Which Report the Court accept - It's therefore Considered by the Court that the said Isaac recover against the said Israel five pounds lawful money Damages and Cost of Court and of the Reference last at three pounds six Shillings and Eight pence like money - { Ex^r is. d. Sept^r 19th 1760.

Joseph Hubbard of Hadley in the County of Hampshire Gent. plt. vs Samuel Owen Jun^r lately of New Salem in the same County yeoman deft in a plea of Debt for recovery of five pounds lawful money due by the deft's bond of the Sixteenth of February 1750 &c as the Writ is at large set forth - The plt by Joseph Hawley Esq his Att^y. appears - The deft tho' three times solemnly called to come into Court does not come but makes Default. It's therefore Considered by the Court that the said Joseph recover ag^t. the said Samuel Two pounds nineteen Shillings and four pence two farthings lawful money being the Chancery of the bond declared on debt and Cost of Court last at one pound fifteen Shill. and Seven pence like money - { Ex^r is. d. Sept^r 20th 1760.

Isabel Ward of New Marlborough in the County of Hampshire Esq plt vs Sam^l Bush of Sheffield in the same County yeoman Executor of the last Will & Testament of Saphet Bush late of s^d Sheffield yeoman dec. deft. in a plea that the deft render to the plt Seventeen pounds five Shillings and ten pence which the deft unjustly detains from the plt for that Whereas the plt. in the Inferior Court of Common Pleas held at Springfield in and

Ward Esq
or
Bush's Ex^r

Ward Esq } and for the County of Hampshire on the last Tuesday of August in the
 Bush Esq } twenty ninth year of the present King's reign A.D. 1755 by the name of
 Jabez Ward of a place called New Marlborough in the County of Hampshire
 Gent^r by the Judgment of the same Court recovered against the S^r Japhet
 by the name of Japhet Bush of Sheffield in the said County of Hampshire
 yeoman (Who was then living) Seventeen pounds five Shillings and ten
 pence which were adjudged to the plt. that is to say fifteen pounds for --
 Damage which the plt. had sustained by reason of the said Japhet's not
 having performed a certain promise made to the plt. by him the said
 Japhet and Two pounds five Shillings and ten pence costs & expences by
 the plt. laid out about his Suit whereof the said Japhet is convicted as it
 doth by the Record and proceedings thereof in the said Inferior Court of
 Common pleas remaining manifestly appear Which said Judgment is
 now in its full force not reversed annulled or satisfied and never has been
 executed whereby an Action has accrued to the plt. to require and have of
 the Deft. the said Seventeen pounds five Shillings and ten pence yet the
 Deft. tho' often requested hath never paid the same but always hitherto
 has neglected and still doth refuse to pay the same to the Damage of the
 said Jabez as he says twenty two pounds - The Parties by their respective
 Attornies appear viz the plt. by John Worthington Esq and the Deft. by
 Cornelius Jones Gent^r And the Deft. by his Att^r comes & defends &c and
 offers sundry pleas in Abatement of the plt. Writ which are on file
 which pleas being fully understood by the Court are adjudged insuffi-
 cient &c and it is determined that the Writ do not abate - Saving which
 The Deft. reserving to Himself Liberty to alter this plea and make a
 new one on the Tryal at the Superior Court further pleads that he is
 not a Trespasser as the plt. hath alledged and thereof puts Himself on
 the Country - And the plt. by his S^r Att^r consenting says the Deft. plea
 and the Matters contained in it is an Insufficient Answer to his -
 Declaration and that he is not by Law holden to reply &c - And the
 Deft. by his said Att^r says his plea is sufficient - Which plea being
 also fully known by the Court is adjudged to be insufficient &c - &c
 It's therefore considered by the Court that the said Jabez recover agt^t
 the said Japhet deceased's Estate in the hands of the said Sam^l Executor
 as aforesaid the Sum of Seventeen pounds five Shill^l and ten pence
 lawful money Debt and Cost of Court tax at Two pounds Seven Shill^l
 and ten pence like money - The Deft. by his said Att^r appeals from the
 Judgment of this Court to the Superior Court of Judicature &c to be held
 at Springfield in and for the County of Hampshire on the fourth -
 Tuesday of September next Who recognized with Sureties as the Law
 directs for the Appellant's prosecuting his Appeal with Effect as by
 the Recognizance on file appears -

Esseleston } Jacob Esseleston of Claverick in the County of Albany in the Province of New
 or } York yeoman plt. vs Josiah Loomis and William Webb both of Exetermont
 Loomis } in the County of Hampshire yeomen Deft^s demanding twenty three
 pounds 3/5 on their note of December the first 1757 with use &c as ff^d
 Writ on file - The plt. by John Ashley Esq his Att^r appears - The Deft^s tho'
 three times solemnly called to come into Court do not come but make
 Default - It's therefore considered by the Court that the said Jacob
 recover against the said Josiah and W^m William twenty one pounds seventeen
 Shill^l and one penny lawful money Damages and Cost of Court tax at three
 pounds and five pence like Money. Ex^{ist} d. 26th Sept 1760 -

James Iross of the Nine Partners in Dutchess County in the province of New York Merchant plt vs Robert Watson of Sheffield in the County of Hampshire yeoman deft in a plea of Debt for Recovery of forty nine r. v. pounds 12s. New York Currency being equal to thirty seven pound 4s Due by the Deft. Bond of the 19th of October 1750 - as by the Writ on file appears. The plt. by John Ashley Esq his Att. appears. The deft tho' three times solemnly called to come into Court does not come but makes default - Its therefore Considered by the Court that the said James recover agt the said Robert thirty pounds thirteen Shillings and nine pence lawful money being the Chancery of the bond declared on Debt and Cost of Court tax at three pounds five Shillings and a penny like money. Ex. is. d. 20th Sept. 1760.

David Ingersoll of a place commonly known by the Name of Spenser town lying West of Stockbridge & in the County of Hampshire Gent. plt. vs Jacob Van Gilder of Egremont in the same County Husbandman deft. In a plea of the Case demanding two pounds 17s. with use on the deft. Note of the 25th of April 1757. & as on file at large appears - the plt. by John Ashley Esq his attorney appears - The deft. tho' three times solemnly called to come into Court does not appear but makes Default. Its therefore Considered by the Court that the said David recover against the said Jacob two pounds nine Shillings and eight pence lawful money Damages and Cost of Court tax at two pounds Seventeen Shillings and nine pence. Ex. issued 20th Sept. 1760.

Phineas Walker of Brookfield in the County of Worcester Trader plt. vs Charles Killam of Ware River parish so called in the County of Hampshire Mason Deft in a plea of the Case demanding on a Note of the Deft. of Killam the 11th of May 1757. four pounds 1/4. with use and also on the Deft. other Note of the 16th of Oct. last two pounds 2/4. with use as p. d. Writ. The plt. by Cornelius Jones Gent his Attorney appears - the Deft. doth not appear tho' three times publicly called but make Default - Its therefore Considered by the Court that the said Phineas recover against the said Charles seven pounds two Shillings and a half penny lawful money Damages and Cost of Court tax at one pound nineteen Shillings and eleven pence like money Ex. is. d. 7th July 1761 -

Phineas Walker of Brookfield in the County of Worcester Trader plt. vs John Trash of New Salem, so called, in the County of Hampshire yeoman deft. In a plea of the Case demanding One pound 16s. due on the deft. Note of the 5th of May 1756 with use & as by the Writ on file at large appears - The plt. by Cornelius Jones Gent his Att. appears - The deft tho' three times solemnly called to come into Court does not come but makes Default - Its therefore Considered by the Court that the said Phineas recover against the said John the Sum of two pounds four Shillings and four pence lawful money Damages and Cost of Court tax at two pounds two Shillings and eleven pence. Ex. is. d. 7th July 1761.

Jonathan Welding of Northfield in the County of Hampshire Gent. plt. vs Simon Davis of Greenwich in the same County gent. deft in a plea of the Case demanding four pounds four Shillings and four pence on the Deft. Note of the 30th of June 1757 with use as by the Writ on file at large appears. The plt. by Cornelius Jones Gent his Att. appears - The Deft tho' three Times solemnly called to come into Court did not come but made Default - 113 -

Belding
or
Davis } It's therefore considered by the Court that the said Jonathan recover
against the said Simon five pounds and five pence lawful money
Damages and Cost of Court tax at two pounds Six Shillings and
nine pence like money &c ~ Excon is: 23th June 1761 -

Tonda
or
Westover } Abraham Tonda of Claverack in the County of Albany in the province of
New York Esq. plt. vs John Westover of Sheffield in the County of Hampsh:
yeoman Deft in a plea of the Case demanding sixteen pounds 11/2^d New
York Currency upon the Deft's Note of the 15th of Dec^r 1758 and also one
Pound 16/11 like money due the first of July last upon Account &c as by
the Writ is largely set forth which sums are equal to three quarters of
the same of lawful money &c ~ The plt by Joseph Hawley Esq. his Att^e
appears - The deft tho' three times solemnly called to come into Court
does not appear but makes Default - It's therefore considered by the
Court that the said Abraham recover against the said John the sum
of fifteen Pounds five Shillings and nine pence one farthing lawful
money Damages and Cost of Court tax at two pounds eleven Skill:
and Seven pence like money - Exⁿ is: 6th Sept. 1760 -

Tonda
or
Miller } Abraham Tonda of Claverack in the County of Albany in the -
Province of New York Merchant plt vs Abraham Miller of Sheffield in
the County of Hampshire yeoman deft. in a plea of the Case wherein
the plt demands nine pounds 4/6^d new York Currency on the Deft's note
of April 13th 1758. with use and also nine Shillings of like money which
the deft owed him the first of July last for sundry goods &c which sums
are equal to three quarters of the same in lawful money &c as by 4th
Writ on file is at large set forth - The plt by Joseph Hawley Esq. his Att^e
appears - The deft tho' three times solemnly called to come into Court
does not come but makes Default - It's therefore considered by the
Court that the said Tonda recover against the said Miller Eight
pounds eight Shillings and three pence lawful money Damages &
Cost of Court tax at two pounds thirteen Shillings and three pence like money
Excon issued Sept. 6th 1760. -

Same
or
Egleston } Abraham Tonda of Claverack last abovenamed Merchant plt vs Joseph
Egleston of Sheffield in the County of Hampshire yeoman deft in a plea
of Debt for recovery of fifty five pounds 6/8 New York Currency worth
as the plt says three quarters of that sum of lawful money due on the
Deft's bond dated the 7th of March 1754 - as p^d the Writ is fully set forth.
The plt. by Joseph Hawley Esq. his Att^e appears - The Deft tho' three times
Solemnly called to come into Court does not come but makes Default.
It's therefore considered by the Court that the said Abraham recover
against the said Joseph the sum of thirty pounds five Shillings and
eight pence lawful money being the Chancery of the bond declared on
Debt and Cost of Court tax at two pounds eleven Shillings and Seven
pence like money. Excon is: Sept. 6th 1760 -

Same
or
Hamlin } Abraham Tonda of Claverack aboves^d Merchant plt vs John Hamlin of
Sheffield in the County of Hampshire Husbandman deft in a plea of the Case
demanding seventeen pounds 8/9^d New York money &c Which 9^d Deft by his
Note of the 3^d of May 1757. promised the plt 4 - as p^d the Writ on file appears.
The plt. by Joseph Hawley Esq. his Att^e appears - The Deft tho' three times call^d
did not appear but made Default - It's therefore considered by the Court that 9^d
Abraham recover ag^t John sixteen pounds 2/11^d 1/4 lawful money Dam^t and Cost
of Court tax at two pounds 11/7^d like money. Exⁿ is: 6th Sept. 1760.

Abraham Tonda of Claverack in the County of Albany Merchant plt vs Daniel Phelps of Sheffield in the County of Hampshire yeoman deft in a plea of the Case wherein the plt demands Ten pounds 2/7 with use on the s^d Daniel's Note bearing date the first of June 1758 - the same sum being York money and worth three quarters of that sum in law & money &c - The plt by Joseph Hawley Esq; his Att^o appears - But the deft not being within this Government does not appear - & It's therefore Ordered by the Court that the Case be continued to the next Infer^r Court of Common pleas to be holden at Northampton in and for the County of Hampshire on the Second Tuesday of November next -

Same
or
Phelps -

Stephen Dewey of Sheffield in the County of Hampshire Gent. plt vs Ebenezer Olds of Egremont in the same County yeoman deft in a plea of the Case wherein the plt demands four pounds 13/4 New York Currency with use which the deft by his note of the fifth of May 1750. promised him &c and which he says is worth three fourths of the same sum of lawful money &c as & the Writ on file is fully declared - The plt by Joseph Hawley Esq; his Att^o appears - The deft. tho' three times solemnly called to come into Court does not appear but makes Default It's therefore Considered by the Court that the said Stephen recover against the s^d Ebenezer five pounds thirteen Shillings & one penny lawful money Damages and Cost of Court tax at two pounds 10/11. like money -

Dewey
or
Olds -

Abraham Tonda of Claverack Merchant plt vs Peter Ingersoll of Sheffield yeoman deft in a plea of the Case demanding thirty pounds 19/1 1/2 New York Currency (worth 4^s plt says three quarters of that sum of lawful money) to balance accounts and which the deft on the 5th of July last promised the plt &c as on file - In this Case the plt. being three times publicly called is Nonsuit - And the deft being also three times so called is Defaulted - and the Action discontinued -

Tonda
or
Ingersoll

Daniel Bigelow of Hartford in the County of Hartford in the Colony of Connecticut Hat-maker yeoman plt vs Isaac Andrus of Sheffield in the County of Hampshire Trader deft. in a plea of the Case wherein the plt sues for the sum of five pounds 12/9 Due the last of Oct^r 1759 to balance accounts &c as & the Writ on file is fully set forth - The plt by John Ashley Esq; his Attorney appears - The Deft tho' three times publicly called did not appear but made Default - It's therefore Considered by the Court that the said Daniel recover against the said Isaac five pounds twelve Shillings and nine pence lawful money Damages and Cost of Court tax at two pounds four Shillings and one penny like money Ex^{is} 20th Sept. 1760.

Bigelow
or
Andrus

Nathaniel Downing of Sheffield in the County of Hampshire Physician plt vs Samuel Austin of the same place Husbandman deft in a plea of the Case wherein he sues for seven pounds sixteen Shillings & four pence which the deft by his Note on the Second of May last promised him &c as & the Writ on file may be seen - The plt by John Ashley Esq; his Att^o appears - The deft tho' three times publicly called to come into Court does not come but makes Default - It's therefore Considered by the Court that the said Nathaniel recover ag^t the s^d Samuel seven pounds nineteen Shillings and five pence lawful money Damages and Cost of Court tax at two Pounds Eleven Shillings and nine pence like money. Ex^{is} 23rd Sept. 1760.

Downing
or
Austin

Van Schaack } Cornelis Van Schaack of Rensselaerhook in the County of Albany in the province
 of New York Esq and Shopkeeper plt vs Stephen Stockwell of Sheffield in
 the County of Hampshire Bloomer and husbandman deft. in a plea of the
 Case wherein he says the deft by his Note dated the 13th of November 1744
 promised him four Pounds of new York money which is equal to three
 pounds 6/9 lawful money by a certain Day ~~which Day is now~~
^{past} but the deft has failed of performance &c as may be fully seen by y^e Writ.
 The plt by John Ashley Esq his Attorney appears. The Deft tho' three times
 publicly called to come into Court does not come but makes Default.
 It's therefore Considered by the Court that the s^d Cornelis recover ag^t
 the said Stephen Six pounds nineteen Shillings & three pence lawful
 money Damages and Cost of Court tax at two pounds 19th like money
 Ex^{is} 26th Sept. 1760.

Robards } Samuel Robards of Egremont in the County of Hampshire Inn holder
 or } and Gent^l plt. vs John Collins of Sheffield in the same County Black-
 Collins } smith deft in a plea of the Case demanding Six pounds which the deft.
 on the 11th of March last by his Note promised him &c as p^d y^e Writ on file.
 The plt by John Ashley Esq his Att^o appears. The deft tho' three times
 publicly called to come into Court does not come but makes Default.
 It's therefore Considered by the Court that the said Samuel recover ag^t
 the said John Six pounds lawful money Damages & Cost of Court tax
 at two pounds eleven Shillings & seven pence like money. Ex^{is} 20th Sept 1760.

Webb } Jonathan Webb of Wallingford in the County of New-Haven in the
 or } Colony of Connecticut Gent^l plt vs Asa Blodget of Sheffield in y^e County
 Blodget } of Hampshire Trader deft in a plea that the deft render to the plt Six -
 pounds eighteen Shillings & one penny lawful money which y^e deft owes
 the plt for this that the plt by the Judgment of Litchfield County Court
 recovered that sum for his Damages & Cost in an Action there tried which
 Judgment was never executed or satisfied &c as p^d the Writ on file is fully
 set forth. The plt by John Ashley Esq his Att^o appears. The deft tho'
 three times solemnly called to come into Court does not come but -
 makes Default. It's therefore Considered by the Court that the s^d
 Jonathan recover against the said Asa Six Pounds Eighteen Shill²
 and one penny lawful money Debt and Cost of Court taxed at
 two pounds thirteen Shillings & three pence like Money. Ex^{is} 20th Sept. 1760.

Orcut } Joseph Orcut of Sheffield in the County of Hampshire yeoman plt vs.
 or } Jonathan Read of the same place Gent^l deft in a plea of the Case wherein
 Read } the plt says the Deft on the 17th of January last by his note promised
 him five pounds 3/ by a certain day which is past but he has failed
 of Performance &c as p^d y^e Writ on file. The plt by John Ashley Esq his Att^o
 appears. The deft tho' three times solemnly called to come into Court
 does not appear but makes Default. It's therefore Considered by the
 Court that the said Joseph recover against the said Jonathan Two-
 pounds eleven Shillings and six pence lawful money Damages & Cost of
 Court tax at two pounds ten Shillings and one penny like money -
 Ex^{on} is 23^d Sept. 1760.

Synchon } George Synchon of Springfield in the County of Hampshire Gent^l plt vs
 or } William Spener lately of Sheffield in the same County yeoman deft.
 Spener } in a plea that the deft render to him seven pounds 4/10^h which to y^e plt
 he owes and unjustly detains Which he obtained by the Judgment of

Of the Inferior Court of Common pleas held at Springfield aforesaid in August in the 30th year of his Majesty's Reign for his Damages & Cost & { Pyrrhon
Which Judgment is yet in force and wholly unsatisfied & as for the { or
Writ is fully set forth - The plt by Mr Cornelius Jones his Att^o appears. { Spencer -
The deft also appears and consents to take a Judgment against him-
self for the sum demanded & Cost - It's therefore Considered by the
Court that the said George recover against the said William the
sum of Seven pounds four Shillings and ten pence half penny lawful
money Debt & Cost last at one pound sixteen Shillings & five pence -
Exon Vis? Sept. 20th 1760.

Samuel Nevins of Greenwich in the County of Hampshire yeoman plt or Joseph Griffin in of Ware River Prevint so called in the same { Nevins
County Husbandman deft in a plea that the deft render to the plt & { or
Sum of four pounds 19/4^h which he recovered agt y^e Deft by the judg- { Griffin.
ment of this Court at their Session in May 1764 which Judgment
never to this Day has been executed or satisfied & as for y^e Writ on file -
The plt by Cornelius Jones Gent. his Att^o appears - The Deft tho' three
times solemnly called to come into Court does not come but makes
Default - It's therefore Considered by the Court that the s^d Samuel
recover against the said Joseph four pounds nineteen Shillings &
four pence half penny lawful money Debt and Cost of Court last
at Two pounds one Shilling & eleven pence like money.

Samuel Lamb of Westfield in the County of Hampshire yeoman plt. { Lamb -
or Silvanus Piercy of Pontoosuck so called in s^d County yeoman Deft { or
in a plea of the Case for that the deft at said Westfield on the first { Piercy.
of March last owed the plt two pounds ten Shillings and two pence
money to balance Accounts according to the Awt annexed to the Writ
and then & there promised him to pay him the same on Demand
yet the Deft tho' often requested has never paid the same but
neglects so to do to the Damage of the plt three pounds - The
Parties appear - And the Deft by John Worthington Esq^r his Att^o comes
and defends and for plea says that he owes the plt nothing in
manner and form as the plt in his Declaration avers & thereof
puts himself on the Country - And the plt by Jones his Attorney
likewise - After a full hearing and Disussion of the Case it
was committed to the Jury Mr John Leonard foreman and
fellows Who returned their Verdict and on their Oath say they
find for the deft cost of Court - It's therefore Considered by the
Court that the said Silvanus recover against the said Samuel
his reasonable Cost

James Pitts of Boston in the County of Suffolk Esq^r & Elisabeth his { Pitts et
Wife plt^s or Micah Hoskins of Sheffield in the County of Hampshire { Hoskins
yeoman deft. in a plea of Ejectment wherein the plt demand { or
against the Deft as the Right and Inheritance of her the Elisabeth
the twenty fifth original lot of land in that Division of lands in
the Upper Housatonicks in Sheffield aforesaid called the West division
with the Appurtenances and say that Within twenty years last past
in time of peace in the Reign of our Lord the King that now is they
were seized of the abovedemanded premises with the Appurtenances
in their Demeean as of fee in her the said Elisabeth's Right - taking

Pitts et
Uxor or
Hoskins

taking the profits thereof to the Value of thirty pounds a year since which the Deft hath illegally without Judgment and with force & Arms entred into said Premises disseized the plt^s of the same & unjustly holds them out to their Damage two Hundred pounds. - The parties appear - & the deft by Cornelius Jones gent his Attorney disclaims and says that he is not now and was not at the time of the purchase of the plt^s Writ in the possession of the Land & premises demanded or any part of the same and so is not guilty in manner and form as the plt^s in their Declaration have alledged and thereof puts himself on the Country - And the plt^s say that the deft at the time of the purchase of their Writ was in possession of the premises demanded and this they pray may be inquired of by the Country - by Joseph Hawley Esq^r their Attorney. After a full hearing the case is committed to the Jury Mr John Leonard foreman and fellows Who return their Verdict on Oath that they find for the Plt^s the Land & premises sued for and cost of Court - It's therefore considered by the Court that the said Jarner & Elisabeth the said Jarner in her Right recover against the said Mirah the possession of the Land and premises demanded and cost of Court last at six pounds four teen Shillings and eight pence lawful money and that Execution be awarded accordingly - The deft by his said Attorney appeals from the Judgment of this Court to the Superior Court of Judicature & to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next Who recognized with Sureties as the Law directs for $\frac{1}{2}$ Appellant's prosecuting his Appeal with Effect there as by D. Keroguzame on file appears -

Dewey
or
Stiles

Martin Dewey late of Westfield in the County of Hampsh^r gent plt^r vs Ephraim Stiles of a place called Poontoosuck in said County yeoman deft in a plea of the Case for that the deft on the 13th of June 1759 promised the plt two pounds $\frac{7}{8}$ on demand with use but has not paid it & as for the Writ &c. The plt by Sam. Brown j^r his Att^r appears. The deft tho' three times publicly called to come into Court does not come but makes Default - It's therefore considered by the Court that the said Martin recover against the said Ephraim two pounds eleven Shillings and one penny lawful money Damages & cost of Court last at two pounds Eighteen Shillings and five pence like money - Ex^{is} 25th Sept. 1760.

Brattle
or
Crawford

William Brattle of Pontloosuck in the County of Hampshire yeoman plt^r vs Ebenezer Crawford of the Plantation called Coldspring in the same County yeoman deft in a plea of the Case for that the deft on the 20th of Sept. 1754 by his note promised if plt to deliver to him seven thousand good white pine boards which he has not done tho' the day for if Delivery of if same is past & as for the Writ &c. - The plt by In^o Worthington Esq^r his Att^r appears. The deft tho' three times solemnly called to come into Court does not come but makes Default. It's therefore considered by the Court that the said William recover against the said Ebenezer seven pounds six Shillings and eight pence lawful money Damages and cost of Court last at two pounds two Shillings and five pence like money. Ex^{is} 18th Nov^r 1760.

Hendrick Burghardt Gent. and Israel Dewey yeoman both of Sheffield in the County of Hampshire plt: vs Joseph Jacob of Egremont in the same County Husbandman deft in a plea of the Case for that said Joseph at ^{Burghardt} ^{or} ^{Jacob} Sheffield on the ninth of March 1750 by his note for value received promised the plt: by the names of Lieut. Hendrick Burghat and Israel Dewey to pay them or order two pounds fourteen shillings at or before the first of May then next and if not then paid Interest meaning lawful interest for the same till paid but tho' often requested the deft has not paid if same or any part thereof but refuses to do it - And for that the deft at said Sheffield on the same ninth of March 1750 by his note for Value received promised the plt: by the same names as aforesaid to pay them or order three pounds by the first of May last with Interest meaning the lawful Interest of the same from that time till paid yet tho' often requested has not fulfilled his said promises or any part of either of them but refuses to do it to the plant: Damage as they say ten pounds - The parties by their respective attornies appear viz the plt. by Joseph Hawley Esq and the deft by In^o Worthington Esq. and the deft by his attorney pleads to abate the plt: Writ because he says there is a misnomer therein for that at the time of the purchase thereof He was Joseph Jacob of Sheffield aforesaid and not Joseph Jacob of Egremont & as by the deft: plea on file at large appears - Which said plea of the deft being fully understood by the Court is adjudged to be an insufficient plea & the Court say the Writ does not abate - Saving Which plea in abatement the deft by his Att: further pleads that the bond declared on is not his ~~deed~~ deed & (saving liberty to alter this plea at the trial of if appeal) thereof puts Himself on the Country - And the plt: by their att: consenting say the deft: plea and matters therein contained is an insufficient answer to their Declaration and that by law they are not held to reply & And the deft says his plea is sufficient - The last foregoing plea being fully known and understood by the Court is adjudged to be insufficient & It's therefore considered by the Court that the said Hendrick and Israel recover against the said Jacob six pounds six shillings and four pence three farthings lawful money, ^{Damages} and Cost of Court - The Deft by his said Att: appeals from the judgment of this Court to the Superior Court of Judicature & to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next Who recognize with Sureties as the law directs for the appellants prosecuting his appeal with Effect as ^{the} ~~the~~ Recognizance on file appears -

Hendrick Burghardt gent. and Israel Dewey yeoman both of Sheffield in the County of Hampshire plt: vs Ebenezer Trumble of ^{the} ~~the~~ Sheffield Husbandman deft. in a plea of the Case for that the deft by his note at said Trumble Sheffield on the 30th of March 1750 for value received promised the plt: to pay them nine pounds at or before the first of May last yet tho' often requested has not paid them the same or any part of it refuses to do it to their Damage as they say ten pounds - The parties by their respective attornies appear. And the by John Worthington Esq his Att: comes and defends and reserving liberty to make a new plea on the Trial on the appeal pleads and says the bond declared on is

Burghardt
et al. vs
Trumble

is not his Deed and whereof puts Himself on the Country - And the
 plt. by Joseph Hawley Esq. their attorney consenting say the Deft's plea
 and matters therein contained is an insufficient Answer to their
 Declaration and that by law they are not holden to answer thereto
 and this they are ready to prove and they pray Judgment accordingly.
 And the deft says his plea is sufficient - The foregoing plea being
 fully understood by the Court is adjudged to be insufficient &c -
 It's therefore Considered by the Court that the said Hendrick &
 Israel recover against the said Ebenezer nine pounds lawful
 money Damages and Cost of Court - The deft by his said Att.
 appeals from the Judgment of this Court to the Superior Court
 of Judicature to next to be holden at Springfield within and for
 the County of Hampshire on the fourth Tuesday of September next
 and recognises with Sureties as the law directs for the appel-
 lant's prosecuting his appeal with effect as by S. Recognizance on file appears

Dewey
or
Same

Israel Dewey of Sheffield in the County of Hampshire yeoman
 plt. vs Ebenezer Trumble of the same Sheffield Husbandman Deft.
 in a plea of the Case for that the deft at said Sheffield on the 29th
 of January last past by his note for value received promised the
 plt to pay him seven pounds 15/6. on Demand with lawful Inter-
 est till paid yet tho' often requested the deft has never paid it or
 any part thereof but refuses to do it to the Damage of the plt as
 he says ten pound - The parties by their respective attorneys
 appear & the Deft by John Worthington Esq. his Att.^o defendt &
 reserving to Himself the liberty of making a new plea on the
 trial on the appeal, ^{pleads &} says he is no trespasser as the plt has alledg'd
 against him and whereof puts himself on the Country - & the plt
 consenting by Joseph Hawley Esq. his Att.^o says the deft's plea
 and matters therein contained is an insufficient answer to his
 Declaration and that by the laws of the land he is not holden
 to make answer thereto and this he is ready to prove & he prays
 Judgment accordingly - And the deft says his plea is sufficient.
 Which plea being fully known and understood by the Court is
 adjudged to be insufficient &c - It's therefore Considered by
 the Court that the said Israel recover against the S. Ebenezer
 Eight pounds one Shilling lawful money Damages and
 Cost of Court - The deft by his said Att.^o appeals from J.
 Judgment of this Court to the Superior Court of Judicature
 to be holden at Springfield within and for the County
 of Hampshire on the fourth Tuesday of September next &
 he recognizes with Sureties as the law directs for the
 Appellant's prosecuting his appeal with effect there as
 by said Recognizance on file appears.

Thayer
vs
Munger

Caleb Thayer of Brookfield in the County of Worcester Sadler plt vs Eliza-
 man Munger of Brimfield in the County of Hampshire House-wright alias
 Husbandman Deft in a plea of the Case for that the deft at said Brimfield
 on the 17th of January last by his note promised for value rec'd. to pay one
 Jonas Mace or his Order five pounds 4s. by the 17th of March then next which
 the said Mace afterwards viz on the 10th of May last [it being then due] or =

ordered to be paid the plt. & as per the Writ on file. The plt. by Cornelius Jones Gent. his attorney appears. The deft tho' three times publicly called to come into Court does not appear but makes Default. It's therefore Considered by the Court that the said Caleb recover against the said Unathan four pounds ten Shillings and eleven pence half penny lawful money Damages and Cost of Court tax at two pounds and eleven pence like money. Ex. is. 25th Sept 1760.

Thomas Noble of Westfield in the County of Hampshire yeoman plt. vs Ebenezer Frost of Brimfield in the same County yeoman deft. in a plea of the case for that the deft at said Westfield on the 20th Day of Feb^y last by his note promised the plt for value rec^d to pay him Seven pounds money by a day which is now past & as per the Writ may be seen. The plt. by Cornelius Jones Gent. his Att. appears. the deft tho' three times publicly called to come into Court did not appear but made Default. It's therefore Considered by the Court that the said Thomas recover against the said Ebenezer the sum of Seven pounds lawful money Damages & Cost of Court tax at £1.13.5. Ex. is. 20th Sept 1760.

Isaac Willey of Ligne in the County of New-London in the Colony of Connecticut in New-England yeoman plt. vs David Pulsipher of Ware-River precinct so called in the County of Hampshire yeoman deft. in a plea of the case for that the deft at said Ware-River on the second of Nov^r 1759 by his note promised the plt. for value rec^d to pay him at the deft. Mill there fifteen thousand pine boards & as per the Writ may be seen. The plt by Cornelius Jones gent his attorney appears. the deft tho' three times publicly called to come into Court does not come but makes default. It's therefore Considered by the Court that the said Isaac recover against the said David Eighteen pounds lawful money Damages and Cost of Court tax at two pounds Eleven Shill. & nine pence. Ex. is. 20th May 1761.

Joseph Allen of Stockbridge in the County of Hampshire yeoman plt. vs Elias Willard of Sheffield in the same County yeoman deft. in a plea of the case for that the deft by his note on the 19th of April 1751. for value rec^d promised the plt two pounds 4s. by a certain day with use as per the Writ may be fully seen. The plt by In^o Worthington Esq. his Att. appears. The Deft tho' three times publicly called to come into Court does not come but makes Default. It's therefore Considered by the Court that the s^d Joseph recover against the said Elias Two pounds twelve Shillings and five pence half penny lawful money Damages and Cost of Court tax at two pounds nine Shillings & nine pence like money. Ex. is. 26th Nov^r 1760.

John Worthington of Springfield in the County of Hampshire Esq. plt. vs Nathan Newers of the same Springfield yeoman deft. in a plea of the case for that s^d Nathan there on the 20th of June 1750 by his note promised Isaac Bolton of the same place to pay him or order three pounds 4s. on Demand with use & also for that s^d Nathan there on the sixteenth of Nov^r 1750. by his other note promised s^d Isaac to pay him or his order three pounds 1/8. on Demand with use the Contents of both which notes s^d Isaac afterwards there ordered to be paid the said John & as per the Writ on file fully appears. The plt appears. The Deft tho' three times publicly called to come into Court does not appear but makes Default. It's.

It's therefore considered by the Court that the said John recover against the said Nathan Seven pounds And Seven pence lawful money - Damages and Cost of Court tax at one pound Six Shillings and nine pence like money - Excon^d is? 26th Sept 1760.

Worthington
vs
Loomis
John Worthington of Springfield in the County of Hampshire Esq^r p^lt. vs Josiah Loomis of Egremont in the same County yeoman Def^t. in a plea of the Case for that the def^t on the last of Dec^r 1759 owed the p^lt. five pounds to balance accounts &c as by the Writ on file is fully declared - The p^lt. appears. The def^t tho' three times solemnly called to come into Court does not come but makes Default. It's therefore considered by the Court that the s^d John recover against the s^d Josiah five pounds lawful money Damages and Cost of Court tax at one pound Sixteen Shillings and nine pence like money - Excon^d is? 26th Sept. 1760.

Schut-
vs
Munnell
Myndert Schut of the Manor of Livingstone in the County of Albany in the province of New-York yeoman p^lt or - Joseph Munnell of Westfield in the County of Hampshire yeoman Def^t in a plea of the Case for that said Joseph at said Springfield on the fifth Day of November 1756 by his note of Hand for value received promised the p^lt to deliver him a good Leather Saddle which he says is well worth three pounds ten Shillings within three weeks yet said Joseph tho' often requested never delivered said Saddle to the p^lt tho' he was always ready at said Springfield to receive but y^t said Joseph still neglects and refuses to deliver it to the Damage of said Myndert four pounds. The p^lt by John Worthington Esq^r his Att^r appears - The def^t tho' three times publicly called to come into Court does not come but makes Default. It's therefore considered by the Court that the said Myndert recover against y^t said Joseph two pounds thirteen Shillings and four pence lawful money Damages and Cost of Court tax at two pounds nineteen Shillings like money - After All which the Def^t by Cornelius Jones Gent. his attorney comes into Court and appeals from the Judgement of this Court to the Superior Court of Judicature &c to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September Next who recognizes with Sureties as the law directs for the Appellant's prosecuting his Appeal with Effect as by the same recognizance on file appears -

Brewer's
Adm^r of
Browfut-
Hannah Brewer of a New Township called N^o 1. in the County of Hampshire gentlewoman Widow and Relict of John Brewer late of y^e same Township gent^r Dec^r 7th & Administratrix on the Estate of y^e s^d John p^lt. vs Ebenezer Browfut of a place called Coldspring in the same County yeoman Def^t. in a plea of the Case wherein she demands four pounds 9/6 which the def^t by his note on the 5th of Oct^r 1754 promised the s^d John, then living, to pay him on Demand with lawful Interest &c as by the Writ on file is fully set forth - The p^lt by John Worthington Esq^r her Att^r appears - The Def^t tho' three times called to come into Court does not appear but makes Default - It's therefore considered by the Court that the said Hannah, in her said Capacity, recover against the said Ebenezer the Sum of four pounds seven Shillings & eleven pence half penny lawful money Damages & Cost of Court tax at two pounds two Shillings & seven pence like money. Ex^{co}n^d is? 26th Sept. 1760.

Hannah Brewer of the New Township called N^o 1. in the County of Hampshire
Gentlewoman widow and Relict of John Brewer gent^l late of the same
place dec^d & Administratrix on the Estate of said John plt vs Samuel
Hunt of Lunenburg in the County of Worcester Gentleman deft in a plea
that he render to her one hundred twenty six pounds which which y^e
def^t by his bond duly executed bound himself on the 24th of January
in the 29th year of the King's Reign to the s^d John then living to pay
him on Demand &c as p^r the Writ &c. The plt by Jⁿ Worthington Esq
her Att^o appears - The def^t tho' three times solemnly called to come
into Court does not come but makes Default - It's therefore Consider
ed by the Court that the said Hannah recover in her said Capacity
against the said Samuel fifty two pounds and three pence half
penny lawful money being the Chanery of the bond sued Debt and
Cost of Court tax at two pounds twelve Shillings and a penny like money
Ex^o is^d 26th Sept. 1760.

Samuel Talbot of Hartford in the County of Hartford in the Colony of
Connecticut Esq plt vs Jacob Munsell of Westfield in the County of Hamp
shire yeoman deft in a plea of the Case for that the def^t on the 21st of
Sept 1759 by his note promised the plt twenty four pounds 3/8 with
use as p^r the Writ on file appears - The plt by John Worthington Esq
his Att^o appears - The def^t tho' three times solemnly called to come
into Court does not come but makes Default - It's therefore Considered
by the Court that the said Samuel recover against the said Jacob the
Sum of twenty five pounds twelve Shillings and three pence half penny
lawful money Damages and one pound eighteen Shillings and five
pence like money Cost of Court as p^r bill &c - Ex^o is^d 23rd Sept. 1760 -

Edward White of Hartford in the County of Hartford in the Colony of
Connecticut yeoman plt vs Jacob Munsell of Westfield in the County
of Hampshire yeoman deft in a plea of the Case for that the s^d Jacob by
his Note on the Sixth of January 1757 promised the plt four pounds 1/4
on Demand with use &c as by the Writ on file is fully set forth - The plt
by John Worthington Esq his Attorney appears - The def^t tho' three times
publicly called to come into Court does not come but makes Default -
It's therefore Considered by the Court that the said Edward recover
against the said Jacob three pounds twelve Shillings & three pence
lawful money Damages and Cost of Court tax at one pound eigh
teen Shillings and five pence like money - Ex^o is^d 23rd Sept. 1760 -

Samuel Kent of Suffield in the County of Hartford in the Colony of Connecticut
Esq and Hannah his Wife who was late Hannah Hooker plt vs Samuel
Meeker of Granville in the County of Hampshire yeoman deft in a plea of
the Case for that the def^t by his note on the thirtieth of June 1758 by his
note promised the said Hannah then feme sole to pay her or order forty
nine pounds 12/7 in bills equal to lawful money with Interest at y^e rate
of five per cent. p^r Annum to the first of May then next & six p^r cent after
wards till paid Which he has not done &c as p^r Writ &c - The plt by John
Worthington Esq their Att^o appear - The def^t tho' three times solemnly
called does not appear but makes Default - It's therefore Considered by
the Court that the said Samuel Kent Esq & Hannah his wife recover ag^t
the said Meeker the Sum of fifty pounds five Shillings and two pence law^l
money Damages and Cost of Court tax at one pound 16/8
Ex^o is^d 26th Sept. 1760.

160.

M^cClister or *Patterson* } James *M^cClister* of Infields in the County of Hartford and Colony of Con-
necticut yeoman plt vs William *Patterson* of Hadley in the County of
Hampshire yeoman def^t. The s^d William on the Seventh of August last^t
had it made known to him to appear before this Court to shew cause if
any he has why the said James should not have a Writ of Exceon
against said William for six pounds 18/2 part of a Judgment the s^d
James the said James recovered against the s^d William by the consi-
deration of the Justices of the Inferior Court of Common pleas held at
Springfield on the third Tuesday of May in the 26th year of the present
Reign for which Exceon yet remains to be done &c. The plt by Worthing-
ton Esq his Att^o appears. The def^t tho three times publicly called to
come into Court does not come but makes Default. It's therefore
considered by the Court that the said James have the Writ of Exceon
against the said William for the said Sum of Six pounds eighteen
Shillings and two pence lawful money debt and his Cost taxed at
one pound thirteen Shillings and five pence like money Ex^o is 26th Sept. 1760.

Shaw or *Wallis* } William *Shaw* of Palmer in the County of Hampshire yeoman plt. vs
David *Wallis* of Brimfield in the same County gentleman def^t. in a
plea of the Case for that the def^t on the 22^d of March last by his note for
Value rec^d promised the plt. three pounds on Demand with use &c as for the
Writ on file. The plt. by John Worthington Esq his Att^o appears. The def^t.
tho three times called to come into Court does not come but makes Default.
It's therefore considered by the Court that the said William recover ag^t
the said David three pounds one Shilling and six pence three farthings
lawful money Damages and Cost of Court taxed at one pound sixteen
Shillings and seven pence like money ~ Ex^o is 26th Sept. 1760.

Tuller or *Adams* } Joseph *Tuller* of Suffield in the County of Hampshire Yeoman plt. vs
Abraham *Adams* of Springfield in the same County yeoman def^t in a
plea of the Case for that the def^t on the 13th of Dec^r 1756 by his note pro-
mised the plt four pounds 12/ with use &c as for the Writ on file is fully
set forth. The plt. by John Worthington Esq his Att^o appears. the def^t. tho
three times solemnly called to come into Court makes Default &c -
It's therefore considered by the Court that the said Joseph Recover ag^t
the said Abraham five pounds twelve Shillings and seven pence -
lawful money Damages and Cost of Court taxed at one pound ten -
Shillings and eleven pence like money

Day or *Downing* } William *Day* of Westfield in the County of Hampshire Gent. plt vs
Nathaniel *Downing* of Sheffield in the same County Physician def^t.
in a plea of Trespass on the Case for that whereas the plt on the 12th.
Day of May last at said Sheffield was possessed of certain Cattle that
is to say one black ox of the price of sixteen pounds and one pale red
Ox of the price of nineteen pounds as of his the plaintiff's own proper
Cattle and being so possessed thereof afterwards that is to say the same
Day and year at said Sheffield casually lost said Cattle out of his
Hands and Possession Which Cattle afterwards that is to say on the
said 12th of May Instant at Sheffield aforesaid came into of hands
and possession of the Def^t by his finding the same Never theless the
Def^t well knowing the said Cattle to be the proper Cattle of the plt
and intend.

intending and contriving craftily and subtilly to defraud the plt in this behalf hath not delivered the said Cattle or either of them to the plt altho' he the Deft by the plt hath been often thereto requested but the Deft. afterwards viz on the thirteenth Day of May afores^d at said Sheffield converted and disposed of those Cattle to his the Deft's proper Use and Benefit to the Damage of the said William as he saith forty five pounds. The Parties by their respective Attornies appear. & the Deft by Cornelius Jobergent his Att.^r pleads and says that he is not guilty in Manner and form as the plt in his Declaration has alledged and thereof puts himself on the Country. And the plt by Worthington and Hawsley Esq^r his Attor.^r likewise. After the pleas and Allegations of the parties were now fully heard, and all things touching the Case being discussed, it is committed to the Jury Mr John Leonard foreman & fellows Who return their Verdict on Oath that they find for the plaintiff thirty four pounds lawful money Damages and Cost of Court. It's therefore Considered by the Court that the said William recover against the said Nathaniel thirty four pounds lawful money Damages and Cost of Court taxed at eight pounds four shillings and ten pence like money. The Deft by his s.^r Attorney appeals from the Judgment of this Court to the Superior Court of Judicature & next to be holden at Springfield within & for y.^e County of Hampshire on the fourth Tuesday of September next Who Recognized with Sureties as the Law directs for the Appellant's prosecuting his appeal with Effect there as by said Recognizance on file appears.

James Watson of Westfield in the County of Hamph^r yeoman
plt vs Ezekiel Noble late of the same place Cordwainer deft in
a plea of the Case for that said Ezekiel at s.^r Westfield on y.^e 15th of Sept.^r 1759 by his note for Value received promised y.^e plt. to pay him six pounds 10/ by the first of May then next with use but this requested has not done it but neglects it to the plt's Damage as he says Ten pounds. The plt by John Worthington Esq his Att^r appears. The Deft being out of this Government. Ordered that the Case be continued to the next Term of this Court to be held at Northampton & on the Second Tuesday of November next.

Martin Dewey late of Westfield and who now lives at a place called Bromelbow Precinct in Dutchess County in the province of New York gent
plt vs Elisha Olds of Westfield in the County of Hampshire yeoman
def^t in a plea of the Case for that the deft on the eleventh of August 1760 by his note promised the s.^r Martin three pounds 14/3 on demand with use as p^r the Writ^r. The plt by John Worthington Esq his Att^r appears. The deft being three times publicly called makes Default of Appearance. It's therefore Considered by the Court that the s.^r Martin recover against the said Elisha three pounds fourteen shillings and six pence lawful money Damages and Cost of Court tax at two pounds fifteen shillings & eleven pence like money.

Exⁿ is^d 26th Sept. 1760.

Dewey
vs
Lyranger } Martin Dewey late of Westfield now of a place called Cornelbow precinct
in Dutchess County in the Colony of New York gent. plt vs Daniel Grain-
ger of Westfield in the County of Hampshire yeoman deft in a plea of \mathcal{C}
Case for that the deft by his note on the fiftenth of July last promised the plt
three pounds 6s on demand with use as p^r the Writ on file &c - the plt by
John Worthington Esq his Att^r appears - the deft tho' three times publicly
called does not come but makes Default - Its therefore considered by the
Court that the said Martin recover against the said Daniel three pounds
seven Shillings and two pence three farthings lawful money Damages
and Cost of Court tax at two pounds fifteen Shillings & eleven pence -
Ex^{co} is^d 26th Sept. 1760.

Denny Esq^r
Excep^r
Hapard } John Brown of Leicester in the County of Worcester Gent. and Noah
Jones of Worcester in the same County gent. Executors of the last Will
& Testament of Daniel Denny late of s^d Leicester Esq^r dec^d plt^s vs
Robert Hapard of Springfield in the County of Hampsh^r yeoman deft
in a plea of the Case for that s^d Robert on the Sixth of May 1756 pro-
mised the s^d Testator to pay him six pounds with use which he never
did &c as p^r the Writ &c - the plt by John Worthington Esq their Att^r
appear - the deft. tho' three times publicly called to come into Court
does not come but makes Default. Its therefore considered by the
Court that the said John and Noah in their said capacity recover
against the said Robert seven pounds two Shillings and five pence
lawful money Damages and Cost of Court tax at two pounds one
Shilling and nine pence like money Ex^{co} is^d 26th Sept. 1760.

Bagg
vs
Clapp. } David Bagg of Westfield in the County of Hampshire yeoman -
plt vs Preserved Clapp of the same place yeoman deft. in a plea of
the Case for that the deft on the Eighteenth of July last by his note
promised the plt two pounds 13s on Demand with use as p^r the
Writ &c. The plt by John Worthington Esq his Att^r appears - The deft.
tho' three times publicly called to come into Court does not appear
but makes Default - Its therefore considered by the Court that
the said David recover against the said Preserved two pounds -
thirteen Shillings and four pence one farthing law^d money Damages
and Cost of Court tax at one pound eleven Shill^d and three pence.
Ex^{co} is^d Oct^r 13th 1760.

Colton
vs
Hitchcock } Benjamin Colton of Springfield in the County of Hampshire yeo-
man plt vs Samuel Hitchcock of Springfield in the same County
yeoman deft. in a plea of the Case for that the said Samuel at said
Springfield on the last Day of April Anno Domⁱ 1757. was justly
indebted to the said Benj^a in the Sum of two pounds two Shillings
and eight pence lawful money for the said Benjamin's Labour
Skill and Expence in driving before that time fourfat Oxen of
the said Samuel from s^d Springfield to Boston to market & there
selling the same oxen for the said Samuel at his Special Instance
and Request and returning him the Proceeds of the Sale of s^d Oxen
At the said Samuel then and there viz at s^d Springfield on said
last Day of April assumed on Himself and promised s^d Benj^a
to pay him the same on Demand - And also Whereas the s^d Benj^a
afterwards viz the same Day and year last aforesaid at Springfield
aforesaid had done and performed certain other Service for him the
said

said Samuel at his said Samuel's special Instance and Request viz in driving four other fat cattle of said Samuel from said Springfield for March bet at Boston at his own Expense and had sold them for the s^r Samuel Hitchcock according to his best Skill and had returned to said Samuel & proceeds of the sale thereof said Samuel then and there in Consideration thereof assumed on Himself and to said Benjamin faithfully promised that he would pay said Benjamin for his Service last abovementioned so much as said Benjamin reasonably deserved therefor and s^r Benj^a says he reasonably deserved for the said Service last mentioned as done for s^r Samuel the sum of forty two Shillings and eight pence of which the s^r Samuel then and there afterwards viz the same Day had Notice viz at said Springfield yet said Samuel tho' often requested has never fulfilled either of his said promises but neglects it to the Damage of the said Benj^a five pounds. The Parties appear - And the debt by W^m Cornel^o Jones his Att^o pleads and says (in his defence) that he never promised the plt in manner and form as the plt in his Declaration has allegd and thereof puts Himself on the Country - Issue being now joined - after a full hearing the Case is committed to the Jury W^m John Leonard foreman and fellows Who return their Verdict on Oath that that they find for the debt lost of Court - It's therefore Considered by the Court that the said Samuel recover against the s^r Benjamin Cost of Court tax at Nineteen Shillings and seven pence half penny lawful money - The plt. by John Worthington Esq^r his Attorney appears from the Judgment of this Court to the Superior Court of Judicature to next to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next Who recognizes with Sureties as the Law directs for the Appellant's prosecuting his appeal with Effect as by s^r Recognizance on file appears -

David Ingersoll of a New Township commonly known by the Name of Spencerstown lying West of Stockbridge and in the County of Hampshire gent^l plt. vs Ezra Clap of Westfield in the County of Hampshire in the Province of the Massachusetts Bay in New-England gent^l & Join-holder - debt in a plea of Debt for that the debt by his bond bound Himself on the 26th of January 1746/7 to the plt in the sum of one hundred ounces of coined Silver to be paid him on Demand & as of the Writ on file is set forth at Large - The plt. by In^o Ashley Esq^r his Att^o appears And the debt also by his Att^o comes into Court and confesses the forfeiture of the bond declared praying an equitable Chancery thereof - It's therefore considered by the Court that the said David recover ag^t the said Ezra thirty one pounds twelve Shillings and two pence lawful money being the Chancery of the bond aforesaid Debt & Cost of Court tax at two pounds ten Shillings & one penny like money. Ex^o is^o 20th Sept. 1760.

Isaac Ward of Amherst in the County of Hampshire gent^l plt vs Samuel Scott lately of a new Plantation called Mount Grace in s^r same County yew^o man debt in a plea of the Case for that the debt on the fifteenth of June 1757 by his note promised the plt. or his order ten pounds 13/4. with interest by the Writ on file is fully set forth - The plt. by his Att^o appears. The debt being three times publicly called made Default of Appearance - It's therefore considered by the Court that the s^r Isaac recover ag^t the s^r Samuel twelve pounds fourteen Shillings and five pence lawful money Damages & Cost of Court tax at two Pounds two Shillings & nine pence. Ex^o is^o 22nd Sept. 1760.

162.

William Williams of Wethersfield in the County of Hartford in y^e Colony of Connecticut in New-England Gent^l p^lt. or William Williams of y^e Plantation called Pantosuck in the County of Hampshire Esq^r Def^t.
 In a plea of the Case for that the Def^t on the 19th of December 1755. promised the p^lt by his note to pay him thirty three pounds Ster-ling on Demand with ure &c as p^o the Writ on file - The p^lt by Joseph Hawley Esq^r his Attorney appears - The Def^t tho' three times solemnly called to come into Court does not come but makes Default. It is therefore considered by the Court that the said Eliza recover against the said William fifty five pounds two Shillings lawful money Damages and Cost of Court taxed at one pound 1759 -
 Ex^{is} Novem^r 13th 1760.

Barnard Esq^r or Johnson Samuel Barnard of Salem in the County of Essex Esq^r p^lt or Joniah Johnson of the New Plantation called Iwingshire in the County of Hampshire yeoman Def^t. in a plea of Trespass for that the Def^t on the fifth of June last at Deerfield in the County last aforesaid with force and arms did break and enter the p^lt^s Close there called the 29th Lot in that Division of Lands called the mountain Division and twenty oak Trees of the p^lt then growing ut & destroyed &c as p^o the Writ - The p^lt in this Case being three times publicly called to come into Court and prosecute this Action was Nonsuit - and the Def^t. being so called to appear did not but was defaulted

Same or Hastings Samuel Barnard of Salem in the County of Essex Esq^r p^lt or Benjaⁿ Hastings Jun^r of Greenfield in the County of Hampshire Husbandman Def^t. in a plea of Trespass for that the Def^t on the first of March last at said Greenfield with force and arms entered the p^lt^s Close there called Capt^l Barnard's Lot in the east Additional Grant to the upper Goddard's Meadow lots and sixteen pine trees growing thereon cut down and carried away &c - The p^lt in this Case being three times called was Nonsuit and the Def^t defaulted

Same or Burt Samuel Barnard of Salem in the County of Essex Esq^r p^lt or Simon Burt of Deerfield in the County of Hampshire Husbandman Def^t in a plea of Trespass for that the Def^t on the fifth of June last with force and Arms broke and entered the p^lt^s Close at Deerfield aforesaid called the twenty fifth lot in that Division of Lands there called the mountain Division and ten oak Trees of the p^lt ut down and destroyed &c as p^o the Writ - The p^lt. being three times called was Nonsuit and the Def^t Defaulted -

Eastman or Davis William Eastman of South Hadley in the County of Hampshire Shopkeeper - p^lt or Simon Davis of Greenwich in the County of Hampshire Gent^l Def^t in a plea of Ejectment wherein the p^lt demands against the Def^t about four acres of Land in said Greenwich described as follows To wit the Southwest Corner thereof is the point or Station which constitutes the Northwest Corner of a piece of Land which was extended on an Execution in favour of the said William against the said Simon in the year of our Lord 1755 being part of the farm on which the said Simon then dwelt and from the said Southwest Corner the South Line of the land demanded runs east sixty rods thence the East line thereof runs north ten rods and eleven feet thence the North line thereof runs west sixty rods thence the West line thereof runs South ten rods and eleven feet to

to the Southwest Corner thereof abovementioned with y^e Appurtenances and whereupon the plt says that he within twenty years last past in Time of Peace in the Reign of our Lord the King that now is was seized of said demanded Premises with the Appurtenances in his Demesne of of fee taking the Profits thereof to the Value of three pounds a year since which the said Simon hath illegally without Judgment and with force and Arms entered therein dis seized the plt thereof and still unjustly holds him out to his Damage as he says fifty pounds - The parties by their Attornies appear viz the plt by Worthington and Hawley Esq^r and the deft by Charles Phelps Esq^r And the deft by his Att^r defends and reserving to Himself y^e Liberty of making any other plea for the Trial of the appeal plead. & says that he has performed the Condition of the Obligation sued on and thereof puts Himself on the Country - And the plt by his Att^r consenting to said Reservation says the deft's plea is an insufficient answer to his Declaration and that by the Law of the Land he is not bound to make answer thereto which he is ready to verify & he prays Judgment accordingly - And the deft says his plea is a good and sufficient answer & which plea being fully known and understood by the Court is adjudged to be insufficient &c - It's therefore considered by the Court that the said William recover against the said Simon Possession of the Land and Premises demanded and Cost of Court - The deft by John Worthington Esq^r his Att^r appeals from the Judgment of this Court to the Superior Court of Judicature to next to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next Who recognizes with Sureties as the Law directs for the said Simon's prosecuting his Appeal with Effect there as p^r v^o Recognizance on file appears.

John Nilson the Second of Brimfield in the County of Hampshire Husbandman and Elisabeth his wife Adm^r on the goods and Estate of Eleanor Nilson late of said Brimfield spinster dec^d interlate plt^s vs John Nilson the 3^d of the same place Husbandman deft in a plea of the Case for that the deft on the 21st of April 1759 promised the s^d Elisabeth in her s^d Capacity thirty eight Shillings on Demand with Use and also by another note of the ninth of July then next promised her in s^d Capacity fourteen pounds and four pence on Demand &c as p^r the Writ - The plt^s being three times called to come and prosecute their Action against the deft were Nonsuit & y^e deft defaulted.

Samuel Clark of Northampton in the County of Hampshire gent^l plt^r vs Joseph Munsell lately of Westfield in the same County yeoman deft in a plea of the Case for that the deft at Northampton aforesaid on the third of January last by his note promised the plt. seven pounds 6^d on Demand with Use &c as p^r the Writ &c The plt. by Joseph Hawley Esq^r his Att^r appears - The deft being three times publicly called to come into Court does not come but makes Default - It's therefore considered by the Court that the said Samuel recover against the said Joseph the sum of six pounds one Shilling and six pence lawful money Damages and Cost of Court last at one pound twelve Shillings and five pence like money -

Ex^o con i^o Sept. 8th 1760.

163. John Sharer of Palmer in the County of Hampshire yeoman plt. vs
 Sharer } Daniel Graves of the same place gent.ⁿ deft. in a plea of Trespass for y^t
 or Graves. { the deft on the Eighth of August 1757. at Palmer aforesaid with force
 and arms the plt. bay more of the price of ten pounds his saddle
 and bridle worth forty Shillings all found at Palmer aforesaid
 took and carried away and other Outrages on the plt then & there
 committed against the King's peace and to the Damage of the s^d
 John as he says Sixteen pounds. The parties appear. And the deft
 by John Worthington Esq his att.ⁿ defends & and pleads and says he
 is not guilty in manner and form as the plt in his Declaration has
 alledged and thereof puts himself on the Country. And the plt like-
 wise. After a full hearing. The Case is committed to the Jury Mr
 John Leonard Foreman and fellows Who return their Verdict therein
 that is they on their oath say they find for the plt. Six pounds lawful
 money Damages and Cost of Court. It's therefore Considered by y^e
 Court that the said John recover against the said Daniel Six
 pounds lawful money Damages and Cost of Court tax at Six pounds
 ten Shillings and seven pence like money. The said Daniel by his
 said attorney appeals from the Judgment of this Court to y^e Superior
 Court of Judicature to be holden at Springfield in the said County
 of Hampsh^r and for the same on the fourth Tuesday of September
 next who recognises with Sureties as the Law directs for s^d Daniel
 prosecuting his appeal with Effect as by s^d Recog.ⁿ on file appears.
 And the plt. also by Joseph Hawley Esq his att.ⁿ appeals from the
 Judgment of this Court to the Superior Court of Judicature next to
 be holden at Springfield as abovesaid. Who recognises with Sure-
 ties as the Law directs for the said Sharer's prosecuting his appeal
 with there as by the same Recognizance on file appears.

Pease } Ephraim Pease of Enfield in the County of Hartford in the Colony of
 or Montague { Connecticut yeoman plt. vs Samuel Montague Jun^r of Sunderland in
 the County of Hampshire yeoman deft. in a plea of the Case for that
 the deft by his Note on the 21st of Oct^r 1759. promised the ^{per} forty five
 pounds 1/6 by a certain day now past with Interest & The plt. by
 John Worthington Esq his att.ⁿ appears. The deft tho' three times
 publicly called to come into Court does not come but makes Default.
 It's therefore Considered by the Court that the said Ephraim
 recover against the said Samuel forty seven pounds eight Skill^s
 and one penny lawful money Dam^s & Cost of Court tax at one
 pound fourteen Shillings and Eleven pence like money &c. ^{per} Sept. 26. 1760.

Speer - } William Speer of Rutland West Wing so called in the County of -
 or Dumbleton { Worcester yeoman plt vs Samuel Dumbleton of Springfield in the
 County of Hampshire yeoman deft. in a plea of the Case for that the
 deft at said Springfield on the 23^d of Oct^r 1759 by his Note for
 Value received promised s^d W^m to pay him or order two pounds 16/4
 lawful money on Demand yet tho' often requested has not perform^d
 the same promise but neglects to do it to the Damage of y^e plt.
 four pounds. The plt by his att.ⁿ appears. The deft tho' three
 times publicly called to come into Court does not come but makes
 Default. It's therefore Considered by the Court that the s^d W^m

William recover against the said Samuel Two pounds, nineteen
Shillings, and two pence lawful money Damages and Cost of Court
last at one pound Eighteen Shillings and nine pence like money
After all which the Def^t by Mr. Cornelius Jones his Att^r comes
into Court and appeals from the Judgment of this Court by
Superior Court of Judicature to be holden at Springfield in & for
County of Hampshire on the fourth Tuesday of September next
Who recognizes with Sureties as the Law directs for the said
Samuel's prosecuting his appeal with Effect there as by the
Recognizance on file appears —

Benjamin Colton of Springfield in the County of Hampshire yeoman
plt. or Charles Colton of S^d Springfield yeoman def^t. in a plea of *Case*
for that S^d Charles there on the 20th of Nov^r 1754 by his note promised S^d Colton
Benj^a twenty pounds 3/4 on demand with use &c as per the Writ &c. The
plt. by John Worthington Esq^r his Att^r appears. The def^t tho three times
solemnly called to come into Court does not come but makes default.
It is therefore considered by the Court that the said Benj^a recover
against the said Charles Twenty Seven pounds, three Shillings and
one penny one farthing lawful money Damages, & Cost of Court last
at one pound nine Shillings & nine pence like money. Ex^r is 12th Dec^r 1765.

Hannah Ashley of Springfield in the County of Hampshire Gent^l woman
man Who was the Wife of John Ashley late of Westfield in the same
County Esq^r dec^d plt. or David Moreley Esq^r of S^d Westfield def^t. Who by
virtue of the King's Writ was on the 12th of August current by a pro-
per Officer by good and Lawful men viz Samuel Carhorn and
John Patterson summoned to appear before this Court to shew cause
why to the said Hannah her reasonable Dower he doth not render
which happens to her of Two Tracts of Land with their Appurte-
nances in S^d Westfield one of which lies in the Meadow and field
north of Westfield great River so called containing about twenty
Six Acres bounding northerly by the great Hill easterly by land
late of John Root dec^d. northerly by said River and westerly by other
Lands of said David. The other piece lies in the inner Commons
in S^d Township and at a place called Hampton plain containing
forty Acres being the fifteenth Lot in Number in S^d Commons and
in Width 29 Rods and in Length two hundred and eighty Rods bounding
northerly by the outward Commons there or a high Way westerly by
lands late of Consider Moreley late of said Westfield dec^d. Southerly by
the great hill there and easterly on Land late of Abiel Williams
which Lands are in the Possession of the said David and were
in the Seisin and Possession of her late Husband John Ashley where-
of he was seized in his Dememe as of fee during the Coverture
and whereof she hath Nothing as she saith and she complains
that the S^d David hath deforced her of the same. The plt. by In^r
Worthington Esq^r her Att^r appears. And the S^d David by Joseph Hawley
Esq^r his Att^r comes into Court and defends his Right against the
Demand of S^d Hannah &c and prays the leave of the Court to compare
by next Term of this Court that he may vouch to warrant the pre-
mises above described to him S^d David against the Demand of S^d Hannah
the Heir of S^d John Ashley dec^d. because he says he holds y^e same under y^e Warranty
of S^d John against y^e Demand of all Persons - And it is granted him

Widow -
H. Ashley
vs
Noble

Hannah Ashley of Springfield in the County of Hampshire Gentle woman Who was the wife of John Ashley late of Westfield in the S^d County Esq^r dec^d. plt. vs Matthew Noble of S^d Westfield Gent^l def^t. The said Matthew on the 12th of August current was by a proper Officer summoned by good and lawful men in his Bailiwick viz Edw^d Taylor Esq^r and Aaron King to appear before this Court to shew cause why to the said Hannah her reasonable Dower he doth not render which happens to her of a parcel of Land in said Westfield containing about five Acres bounding Easterly on Land of Daniel Towlet Southerly on the River westerly on Land of Moses Ashley northerly on the foot of the Sandy hill there said Land running thro^u the Great Bottom so called being about five rods in Width which Land is in the possession of said Matthew and was in the seisin and possession of her late Husband John Ashley whereof he was seized in his Demesne as of fee during the Coverture and whereof she hath Nothing as she says and said Hannah complains that the said Matthew ^{hath} deforced her thereof. The plt. by John Worthington Esq^r her Att^r appears. And the Def^t by Joseph Hawley Esq^r his att^r comes and defends his right against the Demand of the Demand^r abovenamed and prays leave to impart to the next Term of this Court that he may have Opportunity to vouch the Heirs of said John Ashley dec^d under whose Warranty he holds the premises to warrant the same to him ag^t the plt^s demands. & it is granted him. & the case is continued accordingly.

Same
or
Moreley

Hannah Ashley of Springfield in the County of Hampshire Gentle woman Who was the Wife of John Ashley late of Westfield in the same County Esq^r dec^d. plt. vs John Moreley of S^d Westfield Gent^l def^t. The S^d John on the 12th of August instant was by good Summoners viz - Moses Dewey and Samuel Sarnhorn summoned to appear before this Court to shew cause why to the said Hannah he doth not render her reasonable Dower which happens to her of one parcel of Land in S^d Westfield in the Meadow there called Fort-Meadow containing about three Acres bounded easterly on Land late of John Quorn of said Westfield dec^d. northerly on a high Way that runs thro^u S^d Meadow and westerly and southerly on Land formerly belonging to Jonathan Ashley of S^d Westfield dec^d. Which Land is in the possession of the said John and was in the seisin and possession of her late Husband John Ashley whereof he was seized in his Demesne as of fee during the Coverture and whereof she hath Nothing as she saith and whereof she complains that the said John hath deforced her. And the plt. by John Worthington Esq^r her Attorney appears. The def^t also by Joseph Hawley Esq^r his Attorney comes and defends his right against the said Hannah and prays the leave of the Court to impart to the next Term of this Court that he may have Opportunity to vouch to warrant to him the demanded premises. The Heirs of the said John Ashley dec^d under whose Warranty he holds the same. & it is granted him. And the Action is continued accordingly.

Hannah Ashley of Springfield in the County of Hampshire gen-
tlewoman Who was the Wife of John Ashley late of Westfield
in the same County Esq. dec. p^lt. or Daniel Moreley of said Westfield
yeoman de^ft Who was on the 12th of August current by good & { Same
or
Moreley
lawful men viz Arariah Moreley and Ichabod Lee summoned
to appear before this Court to shew cause why he to the said
Hannah doth not render her reasonable Dower which happens
to her of a parcel of Land in said Westfield containing by Estimation six
Acres bounding easterly on the High Way southerly on Land of Aaron
Phelps partly and partly on Land of Martin Root westerly partly on
Land of said Martin Root and northerly partly on Land of In^o Kellogg
and partly on Land of the heirs of Israel Moreley dec. and partly on
the Heirs of Edward Bancraft dec. which lands are in the possession
of the said Daniel and were in the seisin and possession of her late
Husband John Ashley Whereof he was seized in his Demesne as of fee
during the Coverture and Whereof she hath Nothing as she saith. &
the said Hannah complains the s^d Daniel hath deforced her thereof.
The p^lt. by In^o Worthington Esq. her attorney appears - And the
de^ft comes and defends his Right against the Demandant above-
named (by Joseph Hawley Esq. his att^o.) And prays leave to implead
to the next Term that he may have Opportunity to vouch the heirs
of the s^d John Ashley dec. (under whose Warranty he holds the demand-
ed premises) to Warrant the same to him against the Demand-
of the p^lt. and it is granted him - & the Action is continued accordingly.

Nathan Nevers of Springfield in the County of Hampshire yeoman p^lt. or
Jonathan Day of the same place yeoman de^ft. in a plea of the Case for that { Nevers.
or
Day
the de^ft on the first of August current owed the p^lt six pounds 2/6 for sundry
Articles of Acc^t & as p^o the Writ on file & The p^lt by John Worthington Esq.
his attorney appears - The De^ft being three times publicly called to
come into Court makes Default of Appearance - It's therefore Consi-
dered by the Court that the said Nathan recover against the said
Jonathan six pounds two Shillings and six pence lawful money
Damages & Cost of Court Tax at one pound six Shill^g & nine pence.
Exⁿ is^d. Oct^r 16. 1760.

Israel Williams of Hatfield in the County of Hampshire Esq. & John
Worthington of Springfield in the same County Esq. Executors of the { Williams
Esq. & Exec.
or
Graves
last Will and Testament of Ephraim Williams late of Stockbridge Esq.
dec. p^lt. or Moses Graves of said Hatfield Gent de^ft To Whom by Vir
tue of the King's Writ it was by a proper Officer on the Sixth of Aug^t
Instant made known that he should before this Court to shew cause if any
he have, wherefore the said Executors ought not to have their Execution
ag^t him for five hundred & thirteen pounds 2/11 part of the Debt & Cost
of a Judgment they s^d Exec^{rs} recovered before this Court at a former Ses-
sion ag^t s^d Moses & one Elisha Chapin Gent (since dec.) which yet remains
to be executed in part viz for s^d Sum abovementioned & as p^o the Writ.
The p^lt appear - The de^ft tho^o three times publicly called to come in to
Court does not come but makes Default - It's therefore Considered by
the Court the said Israel & John Exec^{rs} as aforesaid do have their Execution
against the said Moses for the Sum of five hundred thirteen pounds
two Shillings & eleven pence lawful money Debt & their reasonable Cost
Tax at one pound Seventeen Shillings & four pence. Exⁿ is^d. 26th Sept. 1760.

Campbell
or
Watson } John Campbell late of Blanford in the County of Hampshire yeo-
man plt vs James Watson late of the new Township called N^o four in
the County of Hampshire yeoman now of Westfield in S^c County deft.
in a plea of the Case for that said James at S^c Springfield on the 10th
Day of May 1759. by his Note of that Date for Value rec^d. promised S^c John
to pay him twenty spanish mill'd Dollars which is six pounds law-
ful money on or before the first Day of June last with Interest for
the Same yet said James tho' often requested hath never paid the
Same or any part thereof but unjustly neglects it to the Damage
of the plt. Eight Pounds. The parties by their respective Attornies
appear - And the deft by Corn^t Jones Gent his Att^o defends & reserves
to himself Liberty to alter this plea or make any new one at the
Trial on the Appeal pleads and says that he never assaulted the plt
as he a^ct him hath alledged and thereof puts himself on y^e Country.
And the plt by John Worthington Esq^r his Att^o consenting says that
the deft^s plea and Matters therein contained is an insufficient An-
swer to his Declaration and that by Law he is not holden to
answer thereto which he is ready to verify & pray Judgment ac-
cordingly. And the Deft says his plea is sufficient. Which plea of
the Deft being fully known to the Court is adjudged to be insufficient &c.
It's therefore Considered by the Court that the said Campbell re-
cover against the said Watson six pounds ten shillings & five pence
lawful money Damages & Cost of Court tax at one pound fourteen
shillings and three pence like money. The deft by his S^c Attorney
appeals from the Judgment of this Court to the Superior Court of
Judicature to be holden at Springfield within and for the County
of Hampshire on the fourth Tuesday of September next who recogni-
zes with Sureties as the Law directs for said James prosecuting
his Appeal with Effect. as S^c Recognizance on file appears.

Dexter
Adm^r
or
Watson } Thomas Dexter of Ashford in the County of Windham in y^e Colony
of Connecticut in New-England yeoman plt vs Robert Watson of
Sheffield in the County of Hampshire yeoman deft. in a plea of
Debt for that S^c Robert on the 27th of April 1739. by his bond obliged
himself to y^e plt. to pay him forty four pounds current money of
New-England or bills of public Credit on Demand &c as y^e the Writ
on file is fully set forth - And Jonathan Dexter of Mansfield in the
County of Windham aforesaid yeoman Administrator on the
goods and Estate of the abovenamed Thomas (who died after the
commencing of this suit) by Corn^t Jones Gent his Att^o now appears
to prosecute this Action against the S^c Robert. But the deft tho'
three times publicly called to come into Court does not come but makes
Default. It's therefore Considered by the Court that the S^c Jon^{as}
Adm^r as aforesaid and in that Capacity recover against S^c Robert
forty four pounds lawful money Debt and Cost of Court tax at two
pounds ten shillings and one penny like money. Ex^{ra} is. Sept. 20th 1760.

Bliss
or
Hillyer } Luke Bliss of Springfield in the County of Hampsh^r Gent^l plt vs John
Hillyer of South-Hadley in the same County yeoman deft in a plea
of the Case for that S^c John on the Seventh of Feb^r 1755 by his note
promised S^c Luke or his Order Two pound. 5/4 on Demand with the &c as -

as by the plt. Writ on file is fully set forth - The plt. by Corne^s Jones Gent. his Att^o appears - The Def^t being three times publicly called to come into Court makes Default of Appearance - It's therefore considered by the Court that the said Luke recover against the s^d John Three pounds and five pence one farthing lawful money Damages & one pound nine Shillings & one penny like money Cost of Suit as p^{er} bill &c.

Thomas Smith Jun^r of Springfield in the County of Hampshire yeoman appellant - vs Benjamin Bedortha of the same place yeoman appellee - from a Judgment rendered ag^t s^d Thomas by John Worthington Esq at a Trial before him on the 21st of July last when and where the said Tho^s was plt and the s^d Benj^a def^t in a plea of the Case for that the def^t at said Springfield on the first of March 1755 owed the plt 3/4 to ballance accounts according to the plt. Account annexed to the Writ and promised him then and there to pay him the same on Demand but has never done it &c And now the app^t and app^{lee} appear - & They enter into a Rule of Court to refer the Case and the appellant chooses Joseph Selden yeoman the appellee chooses Sam^l Minick Gent and the Court appoints Benja^a Day Gent. all of said Springfield who are to hear the parties consider the Case and make Report to the next Inferior Court of Common Pleas to be held at Northampton & on y^e Second Tuesday of Nov^r next whose Determination or any two of them shall be final - & the action is continued in y^e mean time to the said Court

Bildad Fowler of Westfield in the County of Hampshire yeoman plt. vs Preserved Clapp of s^d Westfield yeoman def^t in a plea of the Case for that the def^t there on the 23^d of January last by his note promised the plt fourteen pounds, 16/7 1/2 in money on Demand with the &c as p^{er} the plt. Writ on file &c. The plt. by Corne^s Jones Gent. his Attorney appears - The def^t tho^s three times publicly called to come into Court does not come but makes Default - It's therefore considered by the Court that the said Bildad recover against the s^d Preserved the Sum of fifteen pounds Seven Shillings and two farthings lawful money Damages & Cost of Court last at one pound eleven Shill' 8/3 -

Bildad Fowler of Westfield in the County of Hampshire yeoman plt. vs Malachi Church lately of Hadley in the same County yeoman def^t in a plea of the Case for that the def^t on the fourth of May last by his Note for Value rec^d promised the plt four pounds by the last of June then next with the &c as p^{er} the Writ on file - The Plt by Corne^s Jones Gent. his Att^o appears. the Def^t being three times publicly called to come into Court does not come but makes Default - It's therefore considered by the Court that the said Bildad recover against s^d Malachi four pounds one Shilling and Six pence lawful money Damages & Cost of Court last at one pound thirteen Shillings & one penny -

Noadiash Leonard of Sunderland in the County of Hamprsh^r yeoman plt vs Abraham Adams of Springfield in the same County Iron-holder def^t in a plea of the Case for that the def^t on the 24th of February 1757. by his Note for Value rec^d promised the plt nine pounds, 10s within three months from that time with the &c as p^{er} the Writ on file &c. The

Leonard } The plt by Cornelius Jones Gent. his Att^r appears. The deft being three
 or } times publicly called to come into Court makes Default of Appear^{ance}
 Adams } It's therefore Considered by the Court that the said Noadiak recover
 against the said Abraham four pounds four Shillings and eleven
 pence ^{three farthings} lawful money Damages and Cost of Court tax at one pound
 sixteen Shillings and Seven pence like money.

Fowler } David Fowler of Westfield in the County of Hampshire yeoman
 or } plt vs Preserved Clapp of the same place yeoman deft in a plea of
 Clapp } the Case for that the deft. on the 22^d of Jan^y 1759 by his note for value
 rec^d promised the plt Two pounds 13/3 by a certain Day with Use &c as
 & the Writ on file is set forth at Large. The plt by Corn^r Jones gent^r
 his Att^r appears. The deft tho' three times publicly called to come
 into Court does not appear but makes Default. It's therefore
 Considered by the Court that the said David recover against the
 said Preserved two pounds fifteen Shillings and one penny
 lawful money Damages And Cost of Court tax at one pound
 eleven Shillings and three pence like money.

Stebbins } John Stebbins of Springfield in the County of Hampshire yeoman plt.
 or } vs Samuel Worthington of the same place yeoman deft in a plea of
 Worthington } the Case for that the deft there on the fifth of May 1751 by his note for
 Value rec^d promised the plt two pounds lawful money on Demand with use
 &c as & the Writ on file is set forth. The plt. by Cornelius Jones Gent. his Att^r
 appears. The deft tho' three times solemnly called to come into Court does
 not come but makes Default. It's therefore Considered by the Court that
 the said John recover against the said Samuel three pounds two Shillings
 and five pence lawful money Damages & Cost of Court tax at one pound
 six Shillings and nine pence like money.

Adams } Simeon Adams of Springfield in the County of Hampshire yeoman app^t
 Appel^t } vs Peter Rowe of Westfield in the same County yeoman deft & app^r from
 or } a Judgment rendered against the said Peter by John Worthington Esq one
 Rowe } of his Majesty's Justices of the peace for said County at a Trial before him
 on the fourteenth of July last when and where the s^d Simeon was plt &
 the said Peter deft in a plea of the Case for that the deft at s^d Westfield
 on the fifth of August 1757. by his Note for Value rec^d promised the plt to
 pay him 11/5 on demand. & also by his other note promised him on the
 tenth of June last 4^s on Demand with use &c also being indebted to y^e
 plt on the 11th of s^d June ten Shill^{ings} and nine pence on account promis^d
 him the same &c. The s^d Simeon by Cornelius Jones Gent. his Attorney
 appears. The deft tho' three times publicly called to come into Court
 doth not come but makes Default. It's therefore Considered by y^e
 Court that the said Simeon recover against the said Peter four-
 teen Shillings and nine pence half penny lawful money
 Damages and Cost of Courts tax at Two pounds nine Shill^{ings}
 and three pence half penny lawful money.

Ex^{tra} in^{ter} Nov^{em}: 12. 1760.

Wolcott } Roger Wolcott of Windsor in the County of Hartford and Colony of
 Esq or } Connecticut in New-England Esq plt vs Jacob Munfell now resident
 Munfell } at Westfield in the County of Hampshire yeoman lately of Windsor
 aforesaid Yeoman deft. in a plea of the Case for -

for that said Jacob at a place called Windsor in Springfield aforesaid on the sixteenth of Oct^r 1764 by his note bound himself to the plt. to pay ^{Wolcott} him forty pounds and five shillings in bills of credit of the old Tenor at ^{or} Munfell the rate as they shall pass current in exchange for silver Dollars at sixty six shillings & 2 Dollars on Demand with use & as ~~per~~ the Writ on file is set forth more fully. The plt by Cornelius Jones sent his Attorney Appear. The Deft tho' three times publicly called to come into Court doth not come but makes Default. It's therefore considered by the Court that the said Roger recover against the ~~S^r~~ Jacob Two pounds ten shillings and seven pence three farthings - lawful money Damages and Cost of Court tax at one pound sixteen shillings and two pence like money. Ex^{on} is^d Sept. 19. 1760.

Jonathan Warner of Hadley in the County of Hampshire Trader plt^r vs Samuel Huggins late of a Plantation called Ware River - ^{Warner} parish in the same County Jun^r Husbandman deft in a plea of ^{or} Huggins the Case for that the deft on the last of Dec^r 1764 being justly indebted to the plt two pounds 10^s 7^d on account promised the plt to pay him the same on Demand & as ~~per~~ the Writ on file is fully set forth. The plt. by Charles Phelps Esq^r his Att^r appears. The deft tho' three times publicly called to come into Court doth not come but makes Default of Appearance. It's therefore considered by the Court that the said Jonathan recover against the said Samuel the sum of Two pounds ten shillings and seven pence half penny lawful money Damages and Cost of Court tax at two pounds one shilling and one penny like money. Ex^{on} is^d Oct. 13. 1760.

The foregoing Judgments and Orders were made and entered up and then the said Court adjourned without Day -

A. W. Williams Clerk..

167.

1760.

August
Court of
Sessions.Hampshire p. Anno Regni Regis Georgii Secundi magnae
Britanniae Franciae et Hiberniae tricesimo Quarto.At his Majesty's Court of General Sessions of the Peace
held at Springfield within and for the County of
Hampshire on the Last Tuesday of August (being
the 26.th Day of said Month) Anno Domini 1760.Justices of said Court.
present — viz —Joseph Dwight
Israel Williams
John Worthington
Josiah Dwight.
John Sherman
Seth Field
William Williams
Joseph Hawley
David Moseley
John Ashley
Jabez Ward
Timothy Woodbridge
Timothy Dwight Junr
Josiah Chauncy
Eliaser Porter
Eldad Taylor
Charles Phelps

Esq. of the Law.

Esquires —

Esquires —

Grand Jury.

Obadiah Dickinson forem.

Jonathan Hale

Joel Ely

Saul Alvord

Josiah Clark Junr. ^{attend. 2 days}

David Smith

Enos Nash

Simcon Wait

Enoch Keliom

Samuel Noble

Daniel Arms

John Gunn

Benoni Wright

Nicholas Graves

Silas Kellogg — •

attended 3 Days —

George King of
Sheffield attend. this day

Petit Jury —

Return'd —

John Leonard fore.

James Lihes

Jarr^{ts} Hiltrook

Wharmer Clark

Elnathan Wright

Moses Morton & absent excus'd

Phineas Lyman & excus'd

Thomas Root & absent

Stephen Noble

Joseph Stebbins & absent

Richard Montague —

Benja^l ColtonJarr^{ts} Moulton

Noah Nash —

Luke Bliss } de Tal?

W^m Scott Junr. } on no caseJarr^{ts} Wells genl. } De Tal?Jonathan Worner } Newmans
case —Strong is
Prop^r of New-
Marlboro.Thomas Strong of the New Plantation No. Two commonly called
New-Marlborough in the County of Hampshire Clerk Comp^t. in The
Proprietors of the same Place, praying they may be ordered & obliged to
pay him the Arrears of his Salary in the years 1755 & 56 &c as on the
Records of this Court at their Session in May last at large appear —
And Now the said Prop^r by their agents appear viz by Jabez Ward Esq &
Jesse Taylor & have now satisfied the Court that they have paid &
said Strong the Arrears of his Salaries in the years 1755 & 1756 which
by this Court at their last Session abovemention'd were ordered to be p^d
him — & It is ordered that the Case be further continued to the next Term
of this Court to be held at Northampton &c on the Second Tuesday of
November next under the former order of the Court respecting &
Sum adjudged to be due to the said Strong and ordered to be raised
and paid him on account of the Delay of Payment of the several
Sums granted him for his Salaries in the years abovesaid.Warham
Williams
Recogniz-
calledWarham Williams of Sheffield yeoman who recogniz'd to the King in
the Sum of £20. lawful money before this Court at their last Session to
appear & answer to the presentment of the Grand Jury against him at

at this Term of this Court was now publicly called to come into Court but doth not appear & John Williams & Zebadiah Dewey the Sureties in the same Recognizance being also publicly called to bring the said Warham into this Court do not bring him into Court -

The said Warham being also now called upon his Recognizance which he entered into at the last Term of this Court to John Burghardt does not come - John Williams the Surety therein named being also called to bring the said Warham into Court doth not bring him in -

Afterwards the said Warham comes into Court now at this Term and humbly moves that the Recognizances aforesaid may not be declared forfeit or be ordered to be put in suit - & prays (there now being no jury) that he may be admitted to recognize anew & It is hereupon Ordered that the said Warham, he first paying the Cost already necessarily incurred & due to the King's Officers, be admitted as aforesaid to recognize to the King for his Appearance at the next Term & -

Warham Williams of Sheffield yeoman now recognized to the King as principal in the Sum of twenty pounds lawful money John Williams and John Williams junr. Yeomen both of s^d Sheffield Sureties in the Sum of ten pounds each for the said Warham's personal appearance before the Justices of our Lord the King at their next Court of General Sessions of the Peace to be holden at Northampton in and for y^e County of Hampshire on the Second Tuesday of November next to answer to y^e Presentment of the Grand Jury now lying against him for Stealing & for his abiding the order of Court thereon & not departing & -

The said Warham as principal also recognized to John Burghardt of s^d Sheffield in the Sum of forty eight Shillings lawful money the said John Williams & John Williams junr. abovesaid as Sureties in twenty four Shillings each to be forfeited to the said Burghardt or so much thereof as shall be treble the Value of the Sum that may appear on Trial to have been stolen in Case the said Warham fail of appearing at the Court next to be held as aforesaid to take his trial on the Presentment lying ag^t him s^d Warham for stealing four Gall^{ts} of Rum (with one John Williams) from the s^d Burghardt & -

John Williams junr of Sheffield yeoman being now brot before the Court to answer to the Presentment of the Grand Jury now lying ag^t him for Stealing (together with one Warham Williams) four Gallons of Rum the Chattel of John Burghardt & there being no Jury - Ordered that he recognize to the King with Sureties in £20 to appear at the next Court & -

The s^d John now recognized to the King as Principal in the Sum of twenty pounds John Williams & Warham Williams aforesaid as Sureties in ten pounds each for the s^d John Williams junr's personal appearance before the Justices of our Lord the King at the next Court of General Sessions of the Peace to be holden as abovesaid then and there to answer to the Presentment of the Grand Jury now lying ag^t him for stealing as abovesaid & for his abiding the Order of Court thereon and not departing without Licence & that he be of the good behaviour in the mean Time -

Joseph
Davis's
Newgth

Joseph Davis of Birmmfield in the County of Hampshire Gent. who was held by Recognizance taken before John Sherman Esq to appear before this Court being now called thereon does not appear - & afterwards viz now at This same Term the s^d Joseph comes into Court and moves to be admitted & the Recognizance is not declared forfeit - & the said Joseph is now ordered to find sureties in the sum of fifty pounds to appear at the next term of this Court to answer to the Complaint of the Widow Hannah Rutherford in which he is charged with the begetting a bastard Child of which she says she is now pregnant - The said Joseph as principal recognized to the King in the sum of fifty pounds & Joshua Shaw of s^d Birmmfield as Surety in the same sum for the s^d Joseph's personal appearance before the Justices of our Lord the King at the next Court of General Sessions of the Peace to be holden at Northampton within and for the s^d County only. Second Tuesday of November next to answer to s^d Complaint and for his abiding the order of Court thereon &c -

D^s Rex
or
Jo^r Newman

John Worthington Esq Attorney for our Sovereign Lord the King in this Court in this behalf here instantly informs and gives this Court to understand that one Joseph Newman of a place called the Great nine Partners in Dutchess County in the province of New York in North America yeoman on the Nineteenth Day of July last past at a place called New Framingham in the County of Hampshire did wittingly and willingly with force and Arms hunt and kill five grown wild Deer and then and there had the flesh and raw Skins of the same Deer in his Possession all which is contrary to one Law of this Province in that Case made and provided the Peace of the said Lord the King his Crown and Dignity. The said Joseph being held here by Recognizance for this purpose was now set to the Bar and pleads not guilty to the Information - A Jury being sworn to try the Issue between our said Lord the King and the Deft after a full hearing Return their Verdict therein that is They on their Oath say that s^d Deft is not guilty - Ordered that the Deft go without Day -

James
ag^t
Munfell

John Worthington Esq Attorney to our Sovereign Lord the King here in this behalf instantly informs and gives this Court to understand that Joseph Munfell of Westfield in the County of Hampshire yeoman on the Eighth Day of June last past wittingly and willingly with force and Arms did hunt and kill one grown Deer and had then and there the raw flesh and Skin of the same Deer in his Possession Which is contrary to The Law of this Province in that Case made & provided the Peace of the said Lord the King his Crown and Dignity. The said Joseph (now held in Court for this purpose) being arraigned and set to the Bar pleads to the Information that he is not guilty. Afterwards to wit now at this same term the said Attorney to our said Lord the King comes & says he will no further prosecute this Information - Ordered that s^d Deft. be dismissed & go without Day.

D^s Rex
or
Burghardt
Gunn -

John Burghardt yeoman and Eleanor Gunn Spinster both of Sheffield in the County of Hampshire Were, pursuant to the Order of the last Court of General Sessions of the Peace, now brought before this Court to answer for their former Contempt of the Authority of this Court and

and the Law in neglecting & refusing to appear upon a lawful summons before the Justices of the Court of General Sessions & held at Springfield on the Third Tuesday of May last to give Evidence of what they know respecting the presentment of the Grand Jury which was then lying against one Washam Williams and John Williams Jun^r of the same place wherein they are charged with stealing four Gallons of Rum the goods of s^r Burghardt & being now put to answer for their Contempt aforesaid They offer the Reasons for their not appearing at said Court Which this Court upon Consideration thereof determines to be sufficient to justify their not appearing as above mentioned And Ordered that they s^r Burghardt and Gurn (first paying the necessary Charges of the King's Officers hereon) be no further held &

Abigail Hitchcock of Deerfield single woman now comes into Court and confesses before the Court that She has been guilty of the Crime of Fornication - It's hereupon Ordered That She pay a fine of thirteen Shillings and four pence lawful money to be to his Majesty for the Support of the Government of this Province and Cost of Court - & that she be thereupon dismissed -

Elisha Amiden of Deerfield in the County of Hampshire Who was held by Recognizance to the King taken before Elijah Williams Esq^r to appear before this Court to answer to the Complaint of Abigail Hitchcock of s^r Deerfield spinster on her own Account and to David Hoit as one of the Overseers of the poor of the s^r Town of Deerfield charging the said Elisha of being the father of a bastard Child begotten on her body by said Elisha wherewith she is now pregnant & now appears - & the s^r Abigail not being yet delivered of s^r Child - Ordered that the Recognizance be continued to the next Court of General Sessions of the Peace &

Joseph Staunton of Westfield in the County of Hampshire now comes into Court for his own person and freely confesses himself guilty of suffering swelling and dancing in his House being a public licensed House or Inn / two several Times in the month of March last contrary to Law & against the peace - Ordered hereupon that the said Joseph pay a fine of ten Shillings lawful money for each offence aforesaid to be to his Majesty for the Support of the Government of this Province & Cost & - paid.

Samuel Palmer of Agawam in Springfield is now licensed to keep a ferry across the River there at the ferry place there in s^r Agawam for one year from this Time, & ordered that the fare for man and horse shall be the same as usual & that he recognize to the said Samuel now recognizes to the King in the sum of ten Pounds lawful money for the faithful Discharge of his Place & -

Ordered by the Court that Joseph Hawley and Timothy Dwight Jun^r Esq^r be a Committee to make the Repairs in the Town House in Northampton that are necessary to be made in order to render y^e house comfortable on the back side to the Court and people obliged to sit there in Term Time at the public Expence and in the best manner for the public Interest -

Sherer
Palmer
for 1759.

William Sherer of Palmer in the County of Hampshire yeoman Comp^t ag^t The Assessors of the said Town of Palmer for the Year of our Lord 1759. for that the said Assessor in making their Assessment of the said Town's Proportion of the province Tax for the said year did assess the said William fifteen Shillings and eight pence more than his proportion with others of the Sum Set by the Province on said Town for their Province Tax as aforesaid and also the same Assessor in making their Assessment on said Town of said Town's Proportion to the County Rate and Tax and of the Charges of said Town they in said Assessment did rate said Petitioner thirteen Shillings more than his proportion with others of the said Charges by which he says he is greatly aggrieved & that he has applied to the said Assessors to ease and relieve him in the premises viz about the fifth of March last and that they then did and still do altogether refuse to ease and relieve your petitioner. He therefore prays the Interposition & Consideration of the Court in the Tax and that the said Assessors may be obliged to abate your Petitioner the Sum aforesaid. On the said Assessors now appear and produce their Lists of Assessment in Court. And the Witnesses being sworn and examined touching the premises and the ^{parties} fully heard thereon the Court determine that the said William is overrated the Sum mentioned in the foregoing Complaint & It's hereupon Ordered that the said William be reimbursed out of the Treasury of the District of Palmer aforesaid the Sum of twenty eight Shillings and eight pence law^d Money It being what he is overrated as aforesaid with Costs of prosecution taxed at four pence twelve Shillings & ten pence like money.

Judd
Ass^r
of S^d Hadley
1759.

Reuben Judd of South Hadley in the County of Hampshire yeoman Comp^t vs The Assessors of that place for the year of our Lord 1759. Def^t who says that said Assessor in their Rates that year called their County Rate & District Rate overrated him 12⁹/₄ which they refuse to abate him &c. - This case is by agreement of the parties (Who now appear) continued to the Court of General Sessions of the Peace to be holden at Northampton within and for the said County on the Second Tuesday of November next.

Burn's
Att^r
Comp^t &

Samuel Shaw Jun^r of Palmer in the County of Hampshire yeoman Attorney to Robert Burns late of Palmer Comp^t vs Jenny Hill of said Palmer Singlewoman. Who says in his Complaint that the said Robert was by this Court at a former Session thereof adjudg^d the reputed father of a bastard Child born at s^d Palmer before that time of the body of the s^d Jenny & ordered to stand chargeable with the Maintenance thereof with the Assistance of the Mother in this Manner viz that he on his part should pay three Shillings p^r Week for the first quarter of a year from the birth of s^d Child and two Shillings p^r Week afterwards until this Court should otherwise order Which order still continues in full force ag^t said Robert and said Samuel says that the s^d Child is for good Health and so advanced in age that a less Sum is sufficient for its Support and therefore prays in behalf of said Burns that the Court would reconsider said Order and that ~~by~~ by a new ^{Order} of this Court there may be a supersedeas of the former Order and an abatement of such part of said weekly Sum as the Court shall see meet &c.

Read and ordered that the said Jenny be notified to appear before the justices of our Lord the King at the next Court of General Sessions of the peace to be holden at Northampton within and for the County of Hampshire on the Second Tuesday of November next to shew Cause why the prayer of the Petition should not be granted and a new Order made thereon

Bildad Fowler of Westfield in the County of Hampshire yeoman in behalf our Sovereign Lord the King complains and humbly shews that Joseph Staunton of said Westfield is a licensed Inn-holder there yet he ought not to hold and exercise said Employment any longer and ought not to have any further liberty granted him to exercise said Employment for that said Joseph is not a man of sober Conversation but is suspected of hard drinking spirituous Liquors in such a quantity that has in the Apprehension of sundry people unfitted him in various Instances for the due and regular Exercise of said Employment and to that Degree which is to the bad and pernicious Example of his Majesty's Subjects resorting to said Joseph's Dwelling house as a common Inn where he uses said Employment in said County - Also for that there be Reports of grievous Troubles which Travellers have been subject to by having their goods and Saddle-bags with considerable quantities of money therein secreted in his Dwelling house in said County to their great Hindrance and Delay in their Journeying - Also for that said Joseph has in diverse Instances exacted and taken unreasonable Sums of money of sundry persons for quantities of Rum by him said Joseph sold to them to the great Injury of said Persons so exacted upon and to the bad Example of other like Offenders Wherefore your humble Complain^t prays that your honors would take Cognizance of the premises and do thereon as to Law and Justice belongs - This Complaint being Read the said Bildad moves that sundry persons whose Names are on file may be summoned to appear before this Court to testify what they know respecting the premises & the Court having Considered of this motion Determine that no persons shall be summoned to appear as Witnesses in the Case unless the said Bildad first secure to every such person his reasonable Costs - & the said Bildad engages to pay the same - The Deft. being here present in Court was now put to plead to the Complaint, & he pleads that he is not guilty. The Witnesses being now sworn and examined and the parties being fully heard The Court determine the Complaint is not supported - & Order that the Process be dismissed & that the Deft. go without Day.

Most humbly shews Ebenezer Martin of the New Plantation or Township called N^o 4. lying between Westfield and Sheffield in said County Clerk that on the 23^d Day of February 1754 he was at said N^o 4 regularly settled and ordained according to Law a minister to dispense the Word of God to the Inhabitants of said Plantation Under the following Contract and agreement then made by and between him the said Martin on the one part and the Proprietors of said New Plantation on the Other part That is to say the said Proprietors on the 14th Day of Oct^r 1750 at their legal meeting in said Township voted to give your Petitioner to

encourage

Martin } encourage him to settle and officiate in the Work of the ministry
 Prop^r of } in the said Place in Addition to the Grant made by the Great &
 N^o 4 - } General Court of this Province to the first settled minister in S.
 Township the Sum of fifty pounds lawful money and to pay the
 same in the space of one year after your Petitioners Settlement
 And also to give your Petitioner fifty five pounds per year Salary
 for his Labour in the Work of the Ministry Which Proposals of S.
 Proprietors your petitioner agreed unto and did accept of on his
 part and accordingly was there ordained to the work of the Gospel
 Ministry on the aforesaid 23^d Day of February 1759 in consequence
 of which your Petitioner did then and there enter upon the Work
 of the Ministry there and has ever since continued the lawful -
 settled minister in said Plantation and has dispensed the Word
 of God to the Inhabitants of said Plantation of N^o 4 as a faithful
 Minister and still continues their Minister as aforesaid and has never
 to this Day been dismissed or Discharged from his Office and your
 Petitioner by Virtue of the Contract aforesaid on the 23^d Day of Feb^y
 last was intitled to receive of the said Proprietors the Sum of fifty
 pounds lawful money as a Settlement and fifty five pounds more
 for the year's Salary then ending as aforesaid But hath received
 no part thereof and the said Proprietors neglect and refuse to
 pay said Sum of fifty pounds and fifty five pounds due as afores.
 by which Neglect and refusal your Petitioner is reduced to great
 Straits and Difficulty and is not able to support himself & family
 and thereby greatly discouraged in his Work in the Ministry
 your Pet^r therefore humbly supplicates this hon^{ble} Court to provide
 for his Relief in such Manner as to Law and Justice appertains &c
 Read and Ordered That the Prop^r of said N^o 4 be notified to ap-
 pear before the Justices of the Court of General Sessions &c next
 to be holden at Northampton in and for said County on the second
 Tuesday of November next & that a Notification be made accordingly
 if the Complainant shall request it, to answer to this Complaint
 & then to do and receive what may be enjoined them &c -

William } William Williams Esq of Pountoofook in the County of Hampshire for
 William } himself and the Inhabitants of that place humbly sheweth That the only
 Esq Pet^r } Road for passing with Carriages of any kind from Springfield or any of
 the Towns in the eastern part of said County to said Place is by Glasgow
 N^o 1. Sheffield and Stockbridge which from Westfield to said Place is
 68 miles. And from Westfield by Glasgow thro N^o 4. to s^d place is but 33.
 miles which would shorten the Way 25 miles if it was cleared out. your
 Pet^r would further Inform your Honors that from the East bounds of Pon-
 toofook to the West bounds of N^o 4. is eight miles thro Province Lands &
 no one can be called upon to clear said Road build bridges or Make those
 places passable that are now foundrous Wherefore your Petitioner prays
 for your Honors Assistance and as you have heretofore granted money
 to others in like Situation and for like Purposes that your Honors
 would be pleased to make a grant of so much as in your great Wisdom
 you shall think proper to be laid out or applied by such person or
 persons as your Honor shall appoint for accomplishing the Purposes
 aforesaid ~

Read

Read and, the building of Bridges over two of the Branches of Westfield River in the Road from N^o 4. to Pontotuck, being necessary in the Judgment of this Court, Ordered that ten pounds lawful money be granted and it is accordingly granted out of the County Treasury of this County for building said Bridges and The S^r. Williams Williams Esq^r is appointed by this Court to take the Charge of the work and to see the same be thoroughly and in the best manner effected.

John Monley of Westfield Sent Who stood bound by Recognizance taken before Timothy Woodbridge Esq to make his personal appearance before this Court & is now discharged from the Same Recogn^{ce} by Proclamation by Order of Court

Isaac Magoon of Ware River now presents an Account to the Court of his Expense in Repairing the bridge over Ware River in the Road leading from Hadley to Brookfield which amounts to two pounds nine Shillings and nine pence lawful money And the Court having examined the same allow it & Order that the County Treasurer of this County be directed to pay the said sum to the said Magoon out of the County Treasury as soon as may be accordingly

Copy made Sept 29. 1760 & lodged

Solomon Steward and Sarah M^cConoghney were joined in Marriage on the thirteenth Day of April 1758 by the Rev^d Mr. James Morton -

Blanford T. Clark, List of Marriages -

John Dalrimple and Elisabeth Young were joined in Marriage on the Twenty Second Day of June 1758 by the Rev^d Mr. James Morton -

David M^cConoghney Jun^r and Anna Carnahan were joined in Marriage on the twenty first Day of Sept 1758 by the Rev^d Mr. James Morton -

William Watson and Ruth Beard of N^o 4. were joined in Marriage on the twenty third Day of November 1758 by the Rev^d Mr. James Morton -

Solomon Brown and Jean Anderson were joined in Marriage on the Eighteenth Day of June 1759 by the Rev^d Mr. James Morton -

James Clark and Sarah Scoot were joined in Marriage on the twenty Sixth Day of June AD 1759 by the Rev^d Mr. James Morton -

William Carnahan and Mary Clark were joined in Marriage the twenty Sixth Day of July 1759. by the Rev^d Mr. James Morton -

William Loghead and Isabel Black were joined in Marriage on the twenty third Day of August 1759 by the Rev^d Mr. James Morton -

Ezra M^cMurray and Susanna Taggart were joined in marriage on the Sixth of October 1759 by the Rev^d Mr. James Morton -

John Scoot and Rachel Steward were joined in Marriage in Oct^r twenty fifth Anno Domⁱ 1759 by the Rev^d Mr. James Morton -

James Ferguson and Hannah M^cConoghney were joined in Marriage on the Twenty Second Day of Sept. 1759 by the Rev^d Mr. James Morton -

Israel Gibbs Jun^r and Agnes Clark were joined in Marriage on the 12th Day of December Anno Domⁱ 1759. by the Rev^d Mr. James Morton -

James Campbell and Jean Knox were joined in Marriage on the tenth Day of January A^d 1760 by the Rev^d Mr. James Morton -

John Gibbs and the Widow Rachel Boies were joined in Marriage on the twenty fourth of Jan^y 1760. by the Rev^d Mr. James Morton -

John Kenney of Glapenbury & the widow Susanna Philips of Blanford were joined in Marriage on the 11th day of February 1760. by Rev^d James Morton -

Beard, & James Beard Junr and Martha More were joined in Marriage on the Eleventh Day of July Anno Domd 1760 - by the Rev. James Morton -
 White & Sarah White and Sarah Canahen were joined in Marriage on the fourth Day of Sept: Anno Domd 1760 by the Rev. Mr James Morton -
 as ^{from City of the} Certs of the same Marriages under the Hand of the Town of Blanford on file appears -

Springfield
 Caution entered - Pursuant to a Warrant under the Hands of the Select Men of the Town of Springfield bearing Date the 2^d Day of June last Miriam Allen a Transient Person the time of whose abode there is from January last was on the fourth of of same June warned to depart & leave said Town by Ebenezer Selden Constable of Springfield - Also pursuant to the same Warrant on the fifth of July ^{last} Mary Woodman and on the seventeenth of the same July Joel Camp and Rebeuca his Wife Hannah Camp Sarah Camp Samuel Camp John Camp and Abel Camp their Children all transient persons who came there in May last were warned to Depart and leave said Town by Moses Stebbins Constable - & on the sixteenth of August current Mary Hill a bastard Child & Daughter of Mary Hill who is said to have been there according to the best Acks about six months pursuant to the same Warrant was warned to leave said Town by Abner Tolton Constable of Springfield - as ^{the} Warrant and Return on file appears -

Northampton
 Caution - Pursuant to a Warrant under the Hands of the Select men of the Town of Northampton bearing Date the 13th Day of August current Grace Buck wife of George Bucks Mary Buck John Buck Henry Buck Hannah Buck Moses Buck and Melly Bucks Children of George who have resided in said Town three Months & Tryphosa Leech who has resided there three months on the sixteenth of August And George Bucks who has resided there the same Term on the eighteenth of the same August And the Widow Mary Kentfield who has resided in said Town ever since the Second Tuesday of December last & the Widow Sarah Knights Lois Knights & Elijah Knights her Children and Minors who all have resided in said Town six weeks on the same Day last aforesaid were warned forthwith to depart & leave said Town by Gideon Clark Const^{le} as ^{the} Warrant & Return on file appears -

Hadley
 Caution - Pursuant to a Warrant under the Hands of the Select men of the Town of Hadley in this County bearing Date the 30th of May 1760 Mary of Wife of William Dunston and John Dunston and Mary Dunston their Children on the 26th of June last were warned to depart and leave said Town forthwith by Daniel Marsh Constable as by the Warrant and Return on file appears -

Blainford
 Caution 1753 - Pursuant to a Written paper under the Hands of the Select Men of Blainford bearing Date the 10th of December 1753 James Walsh on the same Day was warned to depart out of said Town forthwith & James Moor Const^{le} the said Walsh had abode there about two months as may be seen by the Warrant or paper on file -

Palmer
 Caution - Pursuant to a Warrant under the Hands of the Select men of Palmer dated 19th of August instant Nathaniel Heer and Abigail his Wife & all their family were warned to depart and leave that place on the 22^d of the same August by Francis Braberridge Const^{le} as by the Warrant and Return on file appears -

Pursuant to a Warrant under the Hands of the Select Men of District of Granville bearing Date the Second Day of July 1760 Elizabeth Green the Wife of Larkin Green late of Hardwick a Transient Woman on the 3^d day of the same July was warned to depart out of s^d Granville within fourteen Days by Edmund Barlo Constable as by the Warrant and Return on file appears —

Pursuant to all Warrant under the hands of the Select Men of District of New Salem bearing Date the 23^d Day of June 1760 Simon Davis Jonathan Marsh and John Bysby with their families on the tenth of July last were warned and notified to leave that place by Benja^a Southwick Jun^r Const^{le} as by the Warrant and Return on file appears —

Pursuant to all Warrant under the Hands of the Select men of Blanford Dated the 22^d of August 1760 Robert Harnilton and Mary Harnilton his Wife Who came from the Town of Pelham last November to s^d Blanford Also Mary Loughhead the wife of John Loughhead Who came there the last April from Milton Also Agnes Welsh and Elisabeth s^d Agnes Child who came there the last March from Sheffield and Mary Kopp who came there from Mr. Prindals in the Greenwoods last July on the 23^d of the same August were warned to depart said Town of Blanford by John Wilson Constable as by the Warrant & Return on file appears —

Pursuant to all Warrant under the hands of the Select men of District of New Marlborough Dated the Sixth Day of March 1760 one Michael Pattison Who came from a place called Nobletown on the Seventh of the same March was warned to depart out of said District by — Simon Harmon Constable as by the Warrant & Return on file appears.

Eldad Taylor Esq Aaron King and Daniel Fowler all Inhabitants and Proprietors in Westfield by their Petition presented to this Court pray that the Return of the Committee appointed by this Court to lay out a Country Road from the West Bounds of Springfield thro the Town Street of Westfield to the Country Road leading from Westfield to Sheffield so far as it describes and includes the Road through the field between the Town and the South Village may not be accepted And their Petition being now read Ordered that the same be dismissed.

Israel Williams Esq Oliver Partridge Esq Obadiah Dickinson and Moses Graves Gentlemen humbly Shew That several years past a County Road from Pontoosuck to the Town of Hatfield was laid out by a Deputy Sheriff and Jury without point of Compass or certain Monuments in some places, not only so we apprehend it may be altered to good Advantage for the public in that part where it passes through the Township of Hatfield and the said Town of Hatfield must be at considerable Expence to make said Road We humbly request your Honors to appoint a Committee to ascertain the said Road and alter the same as they shall judge most convenient for the Publick so far as it passes in the Township of Hatfield and as in Duty bound &c This Petition was now read & considered & the Court judging the aforesaid prayer reasonable — Ordered That Joseph Hawley and Timothy Dwight Jun^r Esq^s W^m Lyman Elisha Pomeroy and John Kust Gentlemen all of Northamp^{ton} —

in the County of Hampshire shall be and hereby are appointed a Committee to view the Road abovementioned where it passes through the Township of Hakfield aforesaid and ascertain it or alter the same if They shall judge it best. Which Committee are to give reasonable Notice to all persons interested of the time and place of their Meeting and shall be under Oath to perform the said Service according to their best Skill and Judgment with most Convenience to the public and least Prejudice or Damage to private Property And shall ascertain the place and Course of said Road as it now lies or as it may be by them altered (in case they shall alter the same) in the best Way and Manner they can Which having done the said Committee or the Major part of Them shall make Return thereof to the next Court of General Sessions of the Peace to be held in said County after the Service is performed under their Hands and Seals. And if any Person be damaged in his Property by the altering said High Way the said Committee are impowered & required under Oath to estimate the same and make Return thereof as aforesaid. & the Clerk of this Court is directed to issue his Warrant and therewith to send a Copy of this Order to the said Committee.

Hawley
Esq. &
Pet. n.

Joseph Hawley and Timothy Dwight Jun^r Esq^s humbly shew - that there is no public Road from Northampton to the New Plantation called New Hingham lying West of the Township of Hakfield in said County. That there are several Proprietors of Lands in said Hingham now planting and settling the same who are put to vast Difficulty in travelling to their Lands and transporting provisions and other necessaries for improving and subsisting themselves on said Lands there being no Way laid out or opened from any old Settlements to said New Plantations and the said Town of Northampton being the nearest Old Settlement to s^d Hingham and from whence the most feasible Road may be made thereto The said Joseph and Timothy therefore humbly pray your Honors to order the laying out of a County or public Road from the Meeting House in said Northampton to the Center of said new Township called Hingham in Manner as the Law directs by the nearest and most direct Course that the Ground will admit of. And Ordered That Obadiah Dickinson Elisha Allis Samuel Smith Gentlemen Mess^{rs} Elisha Hubbard and Remembrance Bardwell yeoman all of Hakfield in the County of Hampshire shall be and hereby are appointed a Committee to view and lay out the High Way or Road prayed for. Which Committee shall give reasonable Notice to all Persons interested of the Time and Place of their Meeting and shall be under Oath to perform the said Service according to their best Skill and Judgment with most Convenience to the public and least Prejudice or Damage to private Property & shall ascertain the place and Course of said Road in the best Way and Manner they can. Which having done the s^d Committee or the Major Part of Them shall make Return thereof to the next Court of General Sessions of the Peace to be held in s^d County after y^e Service is performed under their Hands and Seals. & if any person be damaged in his Property by the laying out said Way the s^d Committee are impowered and required under Oath to estimate the same and make Return thereof as aforesaid. & the Clerk of this Court is directed to make a Copy & Warrant accordingly.

William Scott of Palmer in the County of Hampshire jun^r humbly shew^s That there is a great Deal of Travelling from Petersham - { William
New-Salem and Greenwich down thro' Ware River Parish into the { Scott's
Country Road at Palmer as also from the West Wing of Rutland { Pet^r
New-Braintree and Hardwick by the Easternmost part of Ware-
River into the same Country Road - There is a great Deal of Cart-
ing from the before-mentioned Places now at this Day to Spring-
field and many other Places and would greatly increas^e were
it not for the Obstructions now in the Way - Your Petitioner
therefore humbly prays your Honors would take it into Considera-
tion and order that two Roads might be opened from the Coun-
try Road in said Palmer viz One to the Country Road in
Greenwich thro' Ware River Parish and the Other from d. Palmer
to Hardwick in the County of Worcester in the most convenient
Way for the benefit of the Public and that a Committee may be
appointed for this purpose & as in Duty bound to - Read and
considered and thereupon Ordered That Nathaniel Dwight -
Abner Smith and Elijah Smith Gentlemen M^{rs} Tho^s Chapin
and Joseph Bridgman yeomen all of Coldspring in s^d County
be a Committee to view and lay out the Highways or Roads re-
prayed for - Which Committee shall give seasonable Notice to all
Persons interested of the time and place of their meeting -
and shall be under Oath to perform the said Service according to
their best Skill and Judgment with most Convenience to the
Public and least Prejudice or Damage to private Property -
And shall ascertain the place and Course of said Roads in s^d best
Way and Manner they can Which having done the s^d Committee
or the Major Part of them shall make Return thereof to the
Next Court of General Sessions of the Peace to be held in said
County after the Service is performed under their Hands & Seals -
And if any Person be damaged in his Property by the laying out
said Ways the said Committee are empowered & required under
Oath to estimate the same and make Return thereof as afores^d -
And the Clerk of this Court is directed to make a Copy of this Order
and send the same with his Warrant to s^d Committee accordingly.

We the Subscribers being appointed by the Court of General Sessions { Highway
of the Peace begun and holden at Northampton within and for s^d { through
County of Hampshire on the Second Tuesday of February being the { Southampton
thirteenth Day of said Month Anno Domⁱ 1799. to lay out an
open Country Road from the Country Road leading from North-
ampton to Westfield beginning near Aaron Clap's Dwelling
House and continuing by Roger Clap's and Nathan Lyman's &
sundry others and to cross the South Branch of Munhans River
at the common fording place near the Mills and so on to the
Great Bridge in Westfield near Weller's Mill and into the
Country Road in Westfield Street agreeable to the Direction of
the abovesaid Court We have laid out a Country Road as follows.
Beginning at the Country Road going from Northampton to West-
field near Aaron Clap's Dwelling House at a Stake and Stones
And run West thirty Eight Degrees S. by Clap's fence ninety six Rods
Then

High Way
thro'
Southampton

Then West thirty two Degrees and thirty Minutes South four Rods by Ebenezer Corse's fence near his House then West eight Degrees & thirty minutes North to the Corner of Corse's Lot sixteen Rods then South forty Two Degrees West to the Corner of Corse's Barn ten Rods and a half then South forty Degrees West forty Rods then West forty one Degrees and thirty minutes South nineteen Rods to a Poplar Tree then West fourteen Degrees South sixty Rods and a half to a White Oak mark then West seventeen Degrees and thirty minutes South thirty eight Rods then West twenty eight Degrees and thirty minutes South thirty seven Rods to a black oak Tree then West forty three Degrees South Eleven Rods then South forty one Degrees and thirty minutes West twenty three Rods then West thirty two Degrees and thirty minutes South thirty two Rods to a yellow Oak at Corner of Ebenezer Corse's Lot then West twenty Six Degrees South fifteen Rods to a great Stub in the fence then West eighteen Degrees & ten Rods and a half to a White Oak tree then West thirty two Degrees and thirty minutes South twenty eight Rods then S^o forty Degrees and thirty minutes West eight Rods then West eleven Degrees South eight Rods to a White Oak mark the westerly side of Munhand at the Bridge then South eleven Degrees and thirty minutes East twelve Rods then S^o ten Degrees East four Rods then South one Degree and thirty minutes West eight Rods to a yellow Oak then South twenty Seven Degrees West thirteen Rods then West forty Degrees South nine Rods then West Seven Degrees South thirteen Rods and a half then West one Degree and thirty minutes North sixteen Rods and a half to Clap's House then West twenty two Degrees and thirty minutes North fourteen Rods then West fourteen Degrees South twenty six Rods then West twenty two Degrees South ten Rods and a half then West thirty eight Degrees South nineteen Rods then West twenty eight Degrees South twenty one Rods then South twenty Six Degrees West twenty nine Rods then South twenty nine Degrees West thirty Rods to the Corner of Jonathan Clark's Lot then South twenty two Degrees West twenty seven Rods to Stake and Stones then South twelve Degrees west ten Rods then South thirty nine degrees west sixteen Rods then west ten degrees and thirty minutes South seven Rods and a half then west fifteen degrees South one hundred and thirty Rods to the Corner of Sam^l Edwards's Land then west eleven Degrees South nine Rods then South forty Degrees west twenty one Rods then South thirty degrees west thirty four Rods then South twenty three degrees and thirty minutes west twelve Rods and a half then South twenty nine degrees west eleven Rods then South nineteen degrees west fifteen Rods then South thirty degrees West twenty two Rods to a small heap of Stones then South forty degrees west fourteen Rods and a half then west forty one degrees South thirty Rods then South twenty two degrees west twenty Rods corner two Rods Southward of Southampton meeting house continued the same point to the side of Amos Lornie's Barn one hundred and seventy Rods then South Seventeen degrees west twenty three Rods then South twenty three Degrees west fifteen Rods and a half to the Corner of Ichabod

Strong's fence then East forty two degrees and thirty minutes South
twenty seven rods to a black oak Staddle within Strong's fence then
South twelve degrees east nine rods to a Stake inside Strong's fence
then South one Degree east nine rods and a half then South twenty
seven degrees west seven rods and a half then South one degree and
thirty minutes west eleven rods to the River two rods the east side
the Bridge so the High Way includes said Bridge then S.^o twenty
eight Degrees east eight rods to a Maple the South side the River
then South Seven degrees east eight rods then South seven degrees
and thirty minutes west nine rods then South twelve degrees east
fifteen rods then west forty two degrees South eighty one rods then
South twenty nine degrees and thirty minutes west one hundred
and sixteen rods to a black oak Tree mark then South twenty
degrees and thirty minutes west ten rods then South forty four
degrees west twenty rods then West thirty six degrees South seven
teen rods to a pine mark on the hill by Lieut^r Sheldon's then
west nineteen degrees South thirty rods then west five degrees
South fourteen rods comes against Mr. Sheldon's Door then west
eleven degrees South fourteen rods comes within half a rod of Lieut^r
Sheldon's House the South side the Road then west twenty one
degrees South six rods then South forty one degrees west twenty
four rods then west twenty five degrees South fourteen rods then S.^o
forty one degrees and thirty minutes west six rods then S.^o twenty
nine Degrees and thirty minutes west seventeen rods then South
twenty eight degrees west twenty four rods then South two degrees
east twenty six rods to a maple by a pond hole then S.^o thirteen
degrees west twenty six rods to a black oak Tree then South two
degrees west ten rods then South two degrees east twelve rods -
then South eleven Degrees west fifteen rods then South nineteen deg.
West eleven rods to a pine tree then South ten degrees west eighteen
rods then South eighteen rods to a Stake four rods east of y^r Widow
Pixley's Barn then South two degrees west seven rods then S.^o twelve
degrees and thirty minutes west twenty one rods then South sixteen
degrees west sixteen rods one rod west of the monument between
Southampton and Westfield - from this Monument to Aaron -
Clap's where we began this Road we laid it out four rods wide and
from said monument through Root's farm and Parker's and
Sacket's, it is laid three rods wide, beginning at the end of the
last Measure and run South eight Degrees and thirty minutes
west seventeen rods then South twelve degrees and thirty minutes
west sixteen rods then South thirty three degrees west twenty rods
to a Stake two rods east of Root's Gate then South thirty one Deg.
West fourteen rods then South eighteen degrees West six rods
then South twenty nine degrees West eighteen rods then South
Seventeen Degrees and thirty minutes west seventeen rods then S.^o
forty degrees west twelve rods then West thirty seven degrees South
six rods a little Southward of the Gate before David Root's House yⁿ
West thirty five degrees South twenty two rods to the end of David
Root's Land then west thirty four Degrees and thirty minutes South
In Josiah Park's Land twenty six rods then South forty Degrees w.
four rods then South fifteen Degrees West twenty four rods to the
corner

Corner of Josiah Parks's (ow House then South nine degrees & thirty
 minutes west five rods comes about eleven feet from Parks's House
 then South seventeen degrees West sixteen rods then South thirty two
 degrees West six rods and a half then South sixteen degrees West six
 rods then South ten degrees east five rods then South seven degrees
 east eight rods then South four degrees west ten rods to an Elm on the
 then South three degrees and thirty minutes east five rods to Stake &
 Stab then South twenty eight degrees west thirteen rods then S^o
 twenty nine degrees west six rods then South eight degrees and
 thirty minutes west twelve rods then South two degrees west
 eighteen rods to a Stake the South Side of Mr. Parks's Land - from this
 place the High Way is to be four rods wide down to Mr. Weller's as follows
 continued from the abovesaid Stake at Parks's Land and run S^o two
 degrees west sixteen rods then South seven degrees east sixty seven rods
 then South ten degrees and thirty minutes east fifteen rods to a pine tree
 then South six degrees East to a pine Tree seventeen rods then South two
 degrees west twelve rods then South three degrees and thirty minutes west
 twenty four rods then South twenty five degrees west seven rods to a pine
 Tree then South one degree and thirty minutes west seventeen rods then
 South eight degrees and thirty minutes west twenty three rods then S^o
 twenty six degrees west one hundred and twenty five rods then South six
 degrees east eight rods to a pine tree the east side the path at long pond
 then South sixteen degrees west twenty rods then South fourteen degrees
 and thirty minutes west fifty one rods then South twenty three degrees
 west fifteen rods then South thirty eight degrees and thirty minutes west
 eighteen rods then South forty four degrees west forty three rods then west
 thirty eight degrees South sixty one rods then South twenty seven degrees
 west thirty rods then South twelve degrees west sixteen rods comes under
 the hill by Merryfield's House then South ten degrees east eighteen
 rods then South six degrees and thirty minutes east seventeen rods which
 brings it across the little Brook by Merryfield's then South twenty three
 degrees and thirty minutes west twenty six rods then West thirty seven
 degrees South twenty nine rods then South forty degrees west twenty two
 rods then South twenty five degrees west fourteen rods then South eleven
 degrees and thirty minutes west thirteen rods across the little brook so
 called then South thirty two degrees and thirty minutes east twenty two
 rods and a half then South twenty four degrees east thirty six rods and
 a half then South thirty six degrees east forty four rods and half then
 South forty three degrees east thirty four rods then South forty four degrees
 east twenty rods then South thirty two degrees east and thirty minutes
 twenty three rods then east forty two degrees and thirty minutes South
 twenty six rods then South twenty two degrees and thirty minutes east
 twenty two rods then South fifteen degrees and thirty minutes east
 twenty rods then South thirteen degrees and thirty minutes east
 twenty seven rods then South ten degrees and thirty minutes east
 eighty eight rods then South eight degrees and thirty minutes west
 forty rods then South five degrees and thirty minutes east eight rods
 then South forty four degrees and thirty minutes east twenty five
 rods to the top of the hill by Mr. Weller's then South fifteen deg^s
 and thirty minutes east twenty rods then South two degrees and
 thirty minutes west twenty rods to the foot of the hill by Mr.

Mr. Weller's. from this place the High Way is to be three rods wide to the South west side of the River as followeth. To run South nine-
 teen degrees and thirty minutes east two rods to Mr. Weller's Gate post
 then east forty three degrees South twelve rods to Stake and Stones
 then South thirty eight Degrees and thirty minutes east fourteen rods
 to a Stake then west forty two degrees South thirty three rods then S^e
 eleven degrees east six rods then South twenty six degrees and thirty
 minutes east five rods and a half then South twenty nine degrees
 west to a Tree a little South^{east} of the great Bridge in Westfield and
 so on across the River twenty eight rods the high Way to be where
 the Bridge now stands then west Seven degrees South thirteen rods
 from this place across the Meadow we laid the road two rods wide to
 the Town Street as followeth. Then west^{west} five degrees and thirty mi-
 nutes South fourteen rods then South twenty two Degrees & thirty
 minutes West sixteen rods then South twenty two degrees west twenty
 four rods and three quarters then South twenty four Degrees West eight-
 teen rods then South twenty nine degrees and thirty minutes West
 eleven rods to the Town Road. From here the High Way is to be four -
 rods wide to the end of it as followeth. then East thirty six degrees
 South two rods then South one Degree and thirty minutes west ten
 rods then South twenty one degrees West eighty eight rods to the High
 Way mentioned through Westfield Street the before described High -
 Way is marked on Trees and Staddles and Stakes. from the place we
 first began unto the End of said Road on the southeasterly side of
 the same with the Letters H & C. — The Damage done sundry

Persons by said Road running through their Lands is as follows		Estimate of Damages.	
To Benj ^a Lornise	£0.1.0	To David Root	£5.17.0
To Joseph Dewey	0.3.5	To Solomon Root	1.15.0
To James Sexton	0.1.10	To Josiah Parks	2.5.0
To Nath ^l Williams	0.7.0	To Isaac Sacket	1.00.0
To John Root	0.3.10	To David Moseley Esq	0.11.3
To heirs of John King dec.	0.3.4	To Eliakim Sacket	0.6.3
To the heirs of Jon th Weller dec.	1.17.6	To Jedediah Dewey's heirs	0.1.7
To the heirs of Israel Monty dec.	0.9.5	To the heirs of Nath ^l Williams dec.	1.1.9
Daniel Weller	0.2.1	To Daniel Gunn	0.1.9
To Thomas Noble	0.16.0	To Capt John Bancroft	0.3.10
To Moses Weller	0.16.0	To Nehemiah Lornise	0.3.10
		To Stephen Nash	0.1.6

The abovementioned High Way was surveyed and
 marked by us in April One Thousand seven Hundred and Sixty
 Whereunto We have set our Hands & Seals. Ebenezer Hitchcock & Seal

Luke Hitchcock - S^e
 Benj^a Day — S^e
 Timothy Hopkins S^e

The foregoing Return was now made and It having been now read
 and considered by the Court. The same is accepted. & Ordered by
 the Court that the said Return be recorded in the Records of this
 Court and the Way therein described be after known as a publick
 High Way, and that all Nuisances be forthwith removed therefrom.
 And that the Town of Westfield pay the several persons named in
 the foregoing Estimate of Damages the sums annexed to their res-
 pective Names for the Damage they have sustained &c —

175.

High Way
thru'
Springfield
first parish
regulated

We the Subscribers being appointed a Committee by his Majesty's Justices of the Court of General Sessions of the Peace begun and held at Springfield in and for the County of Hampshire on the last Tuesday of August - being the twenty eighth Day of said Month Anno Domini 1759 for To view the County High Way through the first parish in Springfield aforesaid as it lies through the Main Street there and examine of Inroadments thereon and consider how or on which Side the said Street they be removed And also consider whether any part of the same High Way may be discontinued without Prejudice to the Publick Also to view the Road from Mill River over Long Hill to Perowfish Mill and Brooks and to lay a Road across said Hill if We thought best for the publick After Notice given to the Inhabitants of Springfield aforesaid according to Law We took into Consideration all the aforesaid Premises according to the Direction given Us And after viewing said High Way we began at the foot of the hill a few Rods North of End Brook so-called at the North Side of the first Parish at a Stake and Stones the West Side the County Road as it now lieth within a few feet of a Ditch and so continued with one entire Line on the West Side the County Road as we have laid it to Berowourk Brooks in Manner as followeth (viz) from said Monument above described we ran South Seven degrees east twenty six Rods to a Stake and Stones then South nineteen degrees east twenty two Rods then South thirty one degrees East forty two Rods to a Stake and Stones then South forty degrees & thirty minutes east ten Rods to Stake and Stones then South twenty two degrees east four Rods and a half then South eighteen degrees West three Rods then South forty one degrees and thirty minutes west twenty five Rods and a half to Stake and Stones then South twenty one degrees west three Rods to Stake and Stones against Ebenezer Morgan's Gate at his House then South Sixteen degrees east sixteen Rods to a Stake and Stones on the ditch then South twenty three degrees and thirty minutes east four Rods to the North Side of Samuel Munn's Lot - The High Way from the Brook where we began to the aforesaid Munn's Lot to be four Rods wide And from the North Side of Munn's Lot southerly to be but three Rods wide to the Causey across the Meadow - And then we continued from Munn's Lot aforesaid and measured South thirty degrees east seven Rods to the Northeast Corner of a Log Shop then South twenty six degrees east seven Rods to Stake and Stones then South twenty six degrees & thirty minutes east twenty Rods this last Line strikes Jonah Chapin's Shop then South thirty degrees east twenty eight Rods to Stake and Stones then run South thirty seven degrees east twenty eight Rods to the Causey aforesaid then we run west thirty nine degrees South fifty three Rods and a half to Stake and Stones the west Side the main Street against Joseph Stebbins's Lot - The last measure across the Causey is but two Rods wide - Then laid out the High Way four Rods wide down the main Street and measured from the last Stake and Stones mentioned run South twenty six degrees and thirty minutes east thirty four Rods to Stake and Stones then run South thirty degrees east fifty one Rods to Stake and Stones then run South forty one degrees east twenty one Rods and a half to the Town pound continued the same point sixteen Rods and a half farther which

Width

Width

which brings it to the ferry Lane at the Corner of Mr Jones Lot he liveth on Continued
Then we run east forty four degrees South three rods across the ferry Lane to
the Corner of Doctor Charles Pynkhon's Lot then the same point mentioned
last continued twenty six rods to Stake and Stones the Southerly side of
Doct^r Pynkhon's Lot then we run east forty two degrees and thirty minutes
South twenty rods and a half to the Corner of Lieut^t George Pynkhon's Shop
then from said Shop we run east forty three degrees and thirty minutes
Sixteen rods to Stake and Stones against the Brick House then east forty
degrees South twenty eight rods and three quarters to the northwest side
of Daniel Parsons Barn continued the same point east forty degrees
South to a white Ash Tree before said Parsons's Door and so on to a
Stake and Stones against Daniel Parsons Junior's House sixteen rods
then east thirty six degrees South eight rods and a half to Stake and
Stones then run east thirty four degrees South ten rods to Stake & Stones
then run east thirty seven degrees South fifteen rods and three quarters
of a rod to a Stake and Stones then run east forty degrees South
twelve rods to Stake ————— then run east forty four Degrees S^c
fifteen rods to the South side the meeting House Lane at the Corner
of Mr Moses Bliss's Lot then east forty three degrees South fourteen
rods to Stake and Stones then South forty five degrees east twelve rods
to Stake and Stones then South forty three degrees east ten rods w^c
Line strikes the east Side of the Shop by the Jail then South thirty
eight degrees east along by the westerly side of a Elm Tree before
Col^o Dwight's Door and so on to a Stake in John Morgan's Lot
Sixteen rods then South forty degrees east along about a foot West
of a Elm Tree against Samuel Bliss's Lot and Continued the same
Line to the east Side of Ebenezer Worner's Joyner's Shop twenty four
rods then from said Shop South thirty seven degrees East twenty
rods to Stake and Stones then South twenty seven degrees east
to the Northeast Corner of Benjamin Wait's Shop twenty six rods to
Stake and Stones then South twenty degrees east twenty four rods and
a half to Stake and Stones then South twelve degrees east two rods &
a half brings it against Lieut^t Timothy Bliss's Door And from this { Width
last mentioned Line we laid the high Way three rods and a half
wide to Mill River Beginning against said Timothy Bliss's Door
at the end of the last measure mentioned and run South ten degrees
east fourteen rods to Stake and Stones then South eight degrees east
eleven rods and a half to Stake then run South seven degrees and
thirty minutes east nine rods to Stake and Stones then run South
eight Degrees and thirty minutes east ten rods to the Southeast-
Corner of Joseph Ferry's Barn to Stake and Stones then South seven
Degrees east sixteen rods to Stake and Stones then run South eight
degrees east seventeen rods to Stake and Stones then South two deg^s
East twenty rods to Stake and Stones near against the Southerly side
of Obadiah Cooley's House then run east thirty degrees South Six rods
to Stake and Stones near a white Ash in Obadiah Cooley's Lot then
east thirty Degrees South three rods and a half to Stake and Stones
then run east thirty nine degrees South four rods to Stake and Stones
then run South eighteen degrees east three rods to Stake and Stones
then run South three degrees West twelve rods and a half to Stake & Stones
then

Then run South nine degrees West ten rods to a Stake and Stones then run
 South ten degrees west six rods and a half to Stake and Stones then run S.
 five degrees east four rods and a half to Stake and Stones then "run
 South nineteen degrees east six rods and a half to a great Stub with a
 Stake in it in Obadiah Cooley's Lot then run South six degrees west five
 rods and a half to a Stake and Stones then South twelve degrees
 west four rods and a half to Stake and Stones then run South thirty
 degrees west four rods and a half to a Stake then run west twenty nine
 degrees and thirty minutes South sixteen rods to Stake about a rod
 and a half from Mill-River. From this last mentioned Stake we laid
 the High Way four rods wide up long Hill and so on to Parowfuch -
 Brooks. Beginning at the last mentioned Stake and run South twenty
 five degrees west across the aforesaid River to a Elm Tree the South
 Side the River six rods and a half then run from the Elm South -
 nineteen degrees east five rods to a Walnut Tree or Staddle then S.
 six degrees and thirty minutes east five rods to a Stake and Stones
 then South twenty six degrees and thirty minutes east five rods to a
 Stake and Stones then run South thirty nine degrees east to the
 Northeast corner of John Burt Junior's Barn five rods and a half
 then run South twelve degrees east twelve rods to Stake and Stones -
 then South seventeen degrees east fourteen rods to a White oak tree
 in John Burt's Lot then South twenty two degrees east eight rods to
 a Stake and Stones then run South sixteen degrees east seven rods to a
 Stake then run South twenty three degrees and thirty minutes east
 seven rods to a Stake then run South thirty nine degrees east six rods
 to a black Birch Staddle in the fence then run east thirty nine degs
 South to a Stake on the top of long Hill so called twelve rods then run
 South twelve degrees and thirty minutes east twenty four rods to Stake
 and Stones then run South ten degrees east twenty one rods to Stake
 and Stones then run South seven degrees east fifty four rods to a
 Small pine in the fence then run South twenty one degrees & thirty
 minutes east twelve rods to a Stake then run South twenty five
 degrees east ten rods to a Stake and Stones then run South thirty
 five degrees west twenty five rods and a half to a Stake and Stones
 then run west fifteen degrees South six rods and a half to Stake &
 Stones then west three degrees North six rods and a half to Stake
 and Stones then West four degrees South thirteen rods which is
 about four feet North of a large Chestnut tree then run west eight
 teen degrees and thirty minutes South nine rods to a Walnut Staddle
 then West fourteen degrees South twenty rods to a bunch of white
 oak Staddles then west five degrees South ten rods to a Stake then
 run west twenty six degrees South eight rods to Stake and Stones
 then run west thirty eight degrees and thirty minutes South six
 rods to Stake and Stones then South forty five degrees west six
 rods to Stake and Stones then west thirty eight degrees and thirty
 minutes South fourteen rods and a half to a bunch Tree then run
 west twenty five degrees South nine rods to a walnut Staddle and
 Stones about it from thence twelve rods to Parowfuch brook includ-
 ing all the Land between the Mill-pond and the great River to be
 set aside for High Way for the use of the County.

Dated

Dated at Springfield November the first 1759.

John Shepard - Seal } Com=
David Weller - Seal } mit=
John Ingersoll Seal } lee=
Samuel Noble Seal }
Joseph Root - Seal }

We would inform the Court of the men that have encroached and which side said Road they have encroached - And an estimate of the Sum each one is to pay according to his Proportion - and what part we have discontinued (viz) from Lieut Tim: Bliss's Door one half rod wide the east side of said Road we have discontinued to Mill-River - And We likewise discontinue the former County Road that went by the Great River to Below Jack Mill until it comes to the County Road we laid out up long Hill to Below Jack Mill - And now follows the List of the men's Names that have encroached on the County Road

Apportionment of Cost according to degree or quantity of several encroachments

Lieut Tim: Bliss - east & west side	10. 12. 6.	Sam ^l Stebbins - east side	10. 1. 3. 0.
Reuben Bliss - east west	0. 3. 3 1/4	Eben ^r Morgan - West side	0. 0. 3. 3.
Joseph Terry - do - do	0. 6. 3.	Josiah Chapin - west side	0. 0. 7. 2.
Moses Cooley - west side	0. 0. 7 1/2	Noah Brooks - west side	0. 0. 3. 3.
Ebenezer Burt - east side	0. 2. 6.	Samuel Glover - east & west side	0. 6. 3. 0.
Samuel Sikes - east side	0. 1. 10 1/2	Capt George Pymhon - east & west side	0. 3. 3. 1.
Increase Sikes - east west	0. 3. 9.	Doct ^r Charles Pymhon - east side	0. 1. 3. 0.
Capt Jo ^l Burt - east west	0. 5. 0.	M ^r Edw. Pymhon - east & west side	0. 1. 2.
Jam ^s Sikes - east side	0. 10. 3 3/4	Col ^l Jn Worthington Esq - east west side	0. 1. 3. 0.
M ^r Obadiah Cooley - west side	0. 11. 10 1/2	Capt Daniel Parsons - west side	0. 0. 3. 3.
Ebenezer Warner - east side	0. 16. 3.	Rev ^d M ^r Sam ^l Brooks - west side	0. 3. 9. 0.
Ebenezer Lumbard - west side	0. 0. 3 3/4	Capt Luke Hitchcock - west side	0. 0. 7. 2.
John Burt 2 ^d - east West	0. 6. 3.	En. Jam ^s Warner - west side	0. 0. 2. 0.
Capt Harris - east West	0. 16. 10 1/2	St. Jacob White - east side	0. 0. 7. 2.
Wid ^w Rebekah Knowlton - do	0. 10. 7 1/2	John Morgan - west side	0. 1. 3. 0.
Benj ^l Stevenson - west side	0. 10. 0.	Samuel Bliss - do - do	0. 0. 3. 3.
Zachariah Warner - east west	1. 0. 0.	John Warner - do - do	0. 0. 3. 3.
The sum Total of all 4 th charge is	10. 14. 11. 3.	Jam ^s Warner - do - do	0. 1. 3. 0.
		John Harmon - do - do	0. 0. 3. 3.

Estimate of Damages

An Estimate of the Damages done to those persons hereafter named (viz)	
John Burt 2 ^d eighth part of one Acre	10. 10. 6.
Ebenezer Lumbard eighteen Rods of Ground	12. 0.
Zachariah Warner one acre and three quarters of Ground or thereabouts - four Rods wide & seventy Rods in length	1. 10. 0.

John Shepard Seal } Com=
David Weller do } mit=
John Ingersoll do } lee=
Joseph Root - do }
Samuel Noble - do }

The foregoing Return being now read and considered by the Court is allowed (that part thereof excepted respecting the discontinuance of the former County Road leading by the Great River to Below Jack Mill & the said Committee not having been empowered by Court to discontinue that Road) And Ordered That the same be recorded at large & entire - in the Records of this Court and the Ways therein described as discontinued altered and now laid out (except as aforesaid) be remain, and continue to be used and known accordingly - and That the Town of Springfield pay the Damages the persons abovenamed have severally sustained according to the foregoing Estimate.

177. Tea Coffee & Licences.

Henry Knoll } Licence is now granted to Henry Knoll of Sheffield to sell Tea Coffee & China Ware for one year next ensuing. Who recognizes to the King in the sum of twenty pounds lawful money with sufficient sureties viz Hewet Root and Warham Williams in ten pounds each for his paying the Duties and rendering the Accounts by Law required.

Eliphalet Leonard } Licence is now granted to Eliphalet Leonard of Springfield to sell Tea Coffee and China Ware for one year next ensuing. Who recognizes to the King in the sum of £20. lawful money with sufficient sureties viz Luke Bliss and Daniel Jones Gentlemen in £10 each for his S. Leonard's paying the Duties & rendering the Accounts by Law required.

Elias Henery } Licence is now granted to Elias Henery of Sheffield to sell Tea Coffee and China Ware for one year next ensuing. Who recognizes to the King in the sum of £20 lawful money with sufficient sureties viz John Burghardt & Samuel Lee in £10 each for his S. Henery's paying the duties and rendering the accounts by Law required.

Elisha Parks } Licence is now granted to Elisha Parks of Westfield gent. to sell Tea Coffee and China ware for one year next ensuing. Who recognizes to the King in the sum of £20 lawful money with sufficient sureties viz Nath^l Brewer and Dildad Fowler in the sum of £10 each for his S. Elisha's paying the Duties and rendering the Accounts the Law requires.

Dor^t. Sam^l. Blogget } Licence is now granted to Dor^t. Samuel Blogget of Sunderland to sell Tea Coffee and China ware for one year next ensuing. & Charles Phelps Esq. comes into Court and recognizes to the King on said Blogget's behalf as principal in the sum of £20 lawful money with sufficient sureties viz Josiah Chauncy Esq & Elisha Parks in the sum of £10 each for the S. Blogget's paying the Duties and rendering the Accounts by Law required.

William Scott Jun^r } Licence is now granted to W^m. Scott Jun^r of Palmer gent. to sell Tea Coffee and China ware for one year next ensuing. Who recognizes to the King in the sum of £20. lawful money with sufficient sureties viz Benjⁿ Colton and Jeremia^h ^{Knoll} in the sum of £10 each for his said William's paying the Duties and rendering the Accounts the Law requires.

George Pyncheon Jun^r } Licence is now granted to George Pyncheon Jun^r of Granville to sell Tea Coffee and China Ware for one year next ensuing. & George Pyncheon of Springfield gent comes into Court and recognizes to the King on the behalf of S. George Pyncheon Jun^r as principal in a sum of £20 lawful money with sufficient sureties viz Azariah Cooley & Jeremia^h Snow in £10 each for S. George Pyncheon Jun^r rendering of Accounts & paying of Duties requir^d by Law.

Azariah Cooley } Licence is now granted to Azariah Cooley of Brimfield to sell Tea Coffee and China Ware for one year next ensuing. Who recognizes to the King in the sum of £20 lawful money with sufficient sureties viz George Pyncheon gent. and Jeremia^h Snow in the sum of £10 each for said Cooley's rendering the Accounts & paying the Duties by law requir^d.

John & Justin Ely } Licence is now granted to Mess^{rs} John and Justin Ely of Springfield to sell Tea Coffee and China Ware for one year next ensuing. And Jonathan Jones Gent. comes into Court and recognizes to the King on their behalf as principal in the sum of £20 lawful money with

with sufficient Sureties viz John Ashley Esq and Elisha Parks gent^m in the sum of ten pounds each for said John and Justin Ely their rendering the Accounts and paying the Duties by Law required.

Licence is by this Court granted to Joseph Munsell of Westfield to sell Tea Coffee & China Ware for one year next ensuing. Who recognizes to the King in the sum of £20 lawful money with sufficient Sureties viz Cornelius Jones Gent & Daniel Grainger in the sum of £10 each for his said Joseph's rendering the Accounts and paying the Duties & Law requires. Joseph Munsell

Licence is now granted to Luke Bliss of Springfield gent. to sell Tea Coffee and China Ware for one year next ensuing. Who recognizes to the King in the sum of £20 lawful money with sufficient Sureties viz John Ashley Esq & Cornelius Jones gent. in the sum of £10 each for his Luke's rendering the Accounts & paying the Duties the Law requires. Luke Bliss.

Licence is now granted to Jon^a Bliss of Springfield physician to sell Tea Coffee & China Ware for one year next ensuing. & Luke Bliss of the same place Gent. comes into Court and recognizes to the King on the behalf of s^d Jonathan in the sum of £20 lawful money as principal with sufficient Sureties viz In^o Ashley Esq & Cornelius Jones gent. in the sum of £10 each for s^d Jonathan's rendering the Accounts & paying the Duties by Law set on those Commodities as & Law requires. Jon^a Bliss

Licence is now granted to Biddad Fowler of Westfield to sell Tea Coffee and China Ware for one year next ensuing. Who recognizes to the King in the sum of £20 lawful money with sufficient Sureties in the sum of £10 each viz Robert Blair and John Barber. for his s^d Biddad's rendering the Accounts and paying the duties the Law requires. Biddad Fowler

Licence is now granted to Eleazer Burt of Northampton to sell Tea Coffee and China ware for one year next ensuing. & Tim^o Dwight Jun^r Esq recognizes to the King on the behalf of s^d Burt as principal in the sum of £20 lawful money with sufficient Sureties viz In^o Ashley Esq and Nathaniel Dwight gent. in the sum of £10 each for his said Burt's rendering the Accounts & paying the Duties by Law required. Eleazer Burt

Licence is now granted to Josiah Smith of N^o 4. to sell Tea Coffee and China Ware for one year next ensuing. & W^m Williams Esq recognizes to the King on the behalf of said Josiah as principal in the sum of £20 lawful money with sufficient Sureties viz Corne^o Jones gent. and Moses Bliss in the sum of £10 each for the said Josiah's rendering the Accounts and paying the Duties the Law requires. Josiah Smith

Inn. holders & Retailers.

Nathaniel Pease of Blanford is licensed by this Court to be an Inn-holder Retailer and Common Victualler in his house there for y^e year next ensuing. Who recognizes to the King in the sum of £10. with sureties viz John Barber and Jesse Taylor in £5 each for his said Pease's keeping good Rule and Order in his house and duly to observe & Laws made for Regulation of such houses & also recognizes as principal in £50 with the same Sureties in £25. each to keep and render the Accounts and pay the Duties by Law required. Nath^l Pease

170- John Barber of Westfield is now licenced to be an Inn-holder Retailer & Common Victualler in his house there the year ensuing & He recognizes in the Sum of ten pounds to the King with Sureties viz Nathaniel Pease and Jesse Taylor in £5 each to keep good rule and Order in his house & duly to observe the Laws made for Regulation of such Houses. And also Recognizes in £50 with the same Sureties in £25 each to keep and render the Accounts and pay the duties by Law required.

Jesse Taylor of New Marlborough is now licenced to be an Inn-holder Retailer and Common Victualler in his house there the year ensuing & He recognizes to the King in the Sum of £10 with Sureties viz John Barber and Nathaniel Pease in £5 each to keep good rule & order in his house & duly to observe the Laws made for Regulation of such houses. Also recognizes in £50 with the same Sureties in £25 each to keep & render the Accounts and pay the Duties by Law required.

Jonathan Church of Springfield is now licenced to be an Inn-holder Retailer and Common Victualler in his house there the year ensuing & He recognizes to the King in the Sum of £10 with Sureties viz Benja^a Ely and Abel Chapin in £5 each to keep good rule and Order in his House & duly to observe the Laws made for Regulation of such Houses. Also recognizes in £50 with the same Sureties in £25 each to keep and render the Accounts and pay the duties by Law required.

Benja^a Ely of Springfield is licenced to be an Inn-holder Retailer and Common Victualler in his house there the year ensuing & He recognizes to the King in the Sum of £10 with Sureties viz Jonathan Church & Abel Chapin in £5 each to keep good rule and order in his House & duly to observe the Laws made for Regulation of such houses. Also recognizes in £50 with the same Sureties in £25 each to keep & render the Accounts and pay the duties by Law required.

Abel Chapin of Springfield is now licenced to be an Inn-holder Retailer & Common Victualler in his house there the year ensuing & He recognizes to the King in the Sum of £10 with Sureties viz Jonathan Church and Benja^a Ely in £5 each to keep good rule and Order in his house & duly to observe the Laws made for Regulation of such Houses. Also recognizes in £50 with the same Sureties in £25 each to keep & render the Accounts and pay the duties by Law required.

Aaron Parsons of Springfield is now licenced to be an Inn-holder Retailer and Common Victualler in his House there the year ensuing & He recognizes to the King in the Sum of £10 with Sureties viz Moses Burt & Abraham Adams in £5 each to keep good rule and order in his house and duly to observe the Laws made for Regulation of such Houses. Also recognizes in £50 with the same Sureties in £25 each to keep & render the Accounts and pay the Duties by Law required.

Moses Burt of Springfield is now licenced to be an Innholder Retailer & Common Victualler in his house there the year ensuing. And He recognizes to the King in the Sum of £10 with Sureties viz Abraham Adams and Aaron Parsons in £5 each to keep good rule and Order in his House and duly to observe the Laws made for Regulation of such Houses. Also recognizes in £50 with the same Sureties in £25 each to keep and render the Accounts and pay the duties by Law required.

Abraham Adams of Springfield is now licenced to be an Inn-holder Retailer and Common Victualler in his house there the year ensuing and he recognizes to the King in the Sum of £10 with Sureties viz Aaron Parsons and Moses Burt in £5 each to keep good Rule and Order in his house and duly to observe the Laws made for Regulation of such Houses. Also recognizes in £50 with the same Sureties in £25 each to keep and render those Accounts and pay those Duties the Law requires. —

Benjamin Day of Springfield is now licenced to be an Inn-holder Retailer and Common Victualler in his House there the year ensuing and he recognizes to the King in the Sum of £10 with Sureties viz Samuel Day & Jacob White in £5 each to keep good Rule and Order in his house and duly to observe the Laws made for Regulation of such Houses. Also recognizes in £50 with the same Sureties in £25 each to keep and render the Accounts and pay the Duties the Law requires.

Samuel Day of Springfield is now licenced to be an Innholder Retailer and Common Victualler in his house there the year ensuing. And he recognizes to the King in the Sum of £10 with Sureties viz Benjamin Day and Jacob White in £5 each to keep good rule and order in his house and duly to observe the Laws made for Regulation of such Houses. & also recognizes in £50 with the same Sureties in £25 each to keep & render the Accounts and pay the duties by Law required.

Jacob White of Springfield is now licenced to be an Inn-holder Retailer & Common Victualler in his house there the year ensuing And he recognizes to the King in the Sum of £10 with Sureties viz Benjamin Day and Samuel Day in £5 each to keep good Rule and Order in his house and duly to observe the Laws made for Regulation of such Houses. & also recognizes in £50. with the same Sureties in £25 each to keep and render the Accounts and pay the Duties by Law required.

Isaac Colton of Springfield is now licenced to be an Inn-holder Retailer & Common Victualler in his house there the year ensuing. And he recognizes to the King in the Sum of £10. with Sureties viz Benjamin Day and Jacob White in £5 each to keep good rule and Order in his house & duly to observe the Laws made for Regulation of such Houses. And also recognizes in £50. with the same Sureties in £25 each to keep and render the Accounts and pay the duties by Law required.

Jonathan White of Springfield is now licenced to be a Retailer of spirituous Liquors out of his house there to be spent out of door & year ensuing And he recognizes to the King in the Sum of £10 with Sureties viz Benjamin Day & John Downing in £5 each duly to observe the Laws respecting Persons licenced to sell out of Door only. & also recognizes in the sum of £50 with the same Sureties in the sum of £5 each to keep and render the Accounts and pay the Duties by Law required.

William Lyman of Northampton is now licenced to be an Inn-holder Retailer and Common Victualler in his house there the year ensuing. & he recognizes to the King in the Sum of £10 with Sureties viz Elias Lyman and Jonathan Clap in £5 each to keep good Rule and order in his house and duly to observe the Laws made for Regulation of such Houses. Also recognizes in the Sum of £50 with the same Sureties in £25 each to keep and render the Accounts and pay the duties by Law required.

Elias Lyman of Northampton is licenced by this Court to be an Inn-holder Retailer & Common Virtualler in his House there the year ensuing And he recognizes to the King in the Sum of £10 with Sureties viz William Lyman and Jonathan Clap in £5 each to keep good rule and order in his house and duly to observe the Law made for Regulation of such Houses, and also recognizes in £50 with the same Sureties in £25 each to keep & render the Accounts and pay the Duties by Law required.

Jonathan Clap of Northampton is now licenced to be an Inn-holder Retailer and Common Virtualler in his House there the year ensuing & he recognizes to the King in the Sum of £10 with Sureties viz William Lyman and Elias Lyman in £5 each to keep good rule and order in his House and duly to observe the Law made for Regulation of such houses and also recognizes in £50 with the same Sureties in £25 each to keep and render the accounts and pay the Duties by Law required.

Simon Colton of Springfield is now licenced to be an Inn-holder Retailer and Common Virtualler in his House there the year ensuing And he recognizes to the King in the Sum of £10 with Sureties viz Moses Bliff and Thomas Colton in £5 each to keep good rule and order in his house and duly to observe the Law made for Regulation of such Houses - & also recognizes in the Sum of £50 with the same Sureties in £25 each to keep and render the Accounts and pay the Duties by Law required.

Thomas Colton of Springfield is now licenced to be a Retailer of Spirituous Liquors out of his house there to be spent out of Doors the year ensuing & he recognizes to the King in the Sum of £10 with Sureties viz Simon Colton and Moses Bliff in £5 each duly to observe the Law respecting persons licenced to sell out of Doors only - And also recognizes in the Sum of £50 with the same Sureties in £25 each to keep and render the Accounts and pay the Duties by Law required.

Eleazar Burt of Northampton is licenced by this Court to be a Retailer of Spirituous Liquors out of his Shop there to be spent out of Doors ^{the year ensuing} And he recognizes to the King in the Sum of £10 with Sureties viz W^m Eastman and John Lyman Jun^r in £5 each duly to observe the Law respecting persons licenced to sell out of Doors only - And also recognizes in the Sum of £50 with the same Sureties in the Sum of £25 each to keep and render the Accounts and pay the Duties by Law required.

John Lyman of Northampton is now licenced to be a Retailer of Strong Liquors of his own manufacturing only out of his house there to be spent out of doors the year ensuing & he recognizes to the King in the Sum of £10 with Sureties viz W^m Eastman & Eleazar Burt in £5 each duly to observe the Law respecting persons licenced to sell out of Door only And also recognizes in the Sum of £50 with the same Sureties in £25 each to keep and render the Accounts and pay the Duties by Law required.

Moses Marsh of Hadley is now licenced to be an Inn-holder Retailer and Common Virtualler in his house there the year ensuing And he recognizes to the King in the Sum of £10 with Sureties viz In^r Smith and James Cooke in £5 each to keep good rule and Order in his house and duly to observe the Law made for Regulation of such houses And also recognizes to the King in £50 with the same Sureties in £25 each to keep & render the Accounts & pay the Duties by Law required.

Josiah Pierce of Hadley is licensed to be a Retailer of Spirituous Liquors out of his dwelling house there to be spent out of doors the year ensuing and he recognizes to the King in the sum of £10 with sureties viz - Charles Phelps Esq & Nath^l Dwight gent. in £5 each duly to observe the law respecting persons licensed to sell out of Door only - And also recognizes in £50 with the same sureties in £25 each to keep and render those accounts and pay the duties the Law requires should be rendered & paid.

Elijah Dickinson of Hatfield is licensed to be a Retailer of strong Liquors out of his house there to be spent out of doors the year ensuing. Obadiah Dickinson of the same place gent recognizes as principal on behalf of s^r Elijah to the King in £10 with sureties viz Col^o Partridge & David Billing in £5 each for s^r Elijah's duly observing the law respecting persons licensed to sell out of Door only and also recognizes on behalf of s^r Elijah as principal in £50 with the same sureties in £25 each for s^r Elijah's keeping & rendering the accounts & paying of duties by Law required.

Oliver Partridge Esq of Hatfield is now licensed to be a Retailer of strong Liquors out of his Shop there to be spent out of Doors the year ensuing and he recognizes to the King in the sum of £10 with sureties viz Lieut^t Obadiah Dickinson & David Billing in £5 each duly to observe of Law respecting persons licensed to sell out of door only And also recognizes in the sum of £50 with the same sureties in £25 each duly to keep and render the accounts and pay the Duties by Law required.

David Billing of Hatfield is licensed to be an Inn-holder Retailer & Common Victualler in the house he now dwells in there the year ensuing. And he recognizes to the King in the sum of £10 with sureties viz Col^o Partridge and Lieut^t Dickinson in £5 each to keep good rule and order in his house and duly to observe the Laws made for regulation of such Houses And also recognizes in £50 with the same sureties in £25 each to keep & render the accounts and pay the Duties by Law required.

Josiah Dwight Esq of Springfield is now licensed to be a Retailer of - Spirituous Liquors out of his Shop there to be spent out of doors the year ensuing And he recognizes to the King in the sum of £10 with sureties viz Col^o Partridge & Lieut^t Obadiah Dickinson in £5 each duly to observe the Laws respecting persons licensed to sell out of Door only And also recognizes in £50 with the same sureties in £25 each to keep and render the accounts and pay the duties by Law required.

Sarah Porter of Hadley Gentlewoman is now licensed to be a Retailer of strong Liquors out of her Shop there to be spent out of door the year ensuing. Eleazer Porter Esq on her behalf as principal recognizes to the King in the sum of £10 with sureties viz Josiah Dwight & Oliver Partridge Esq^{ts} in £5 each for her keeping & duly observing of Laws respecting persons licensed to sell out of door only & also recognizes on her behalf in £50 with the same sureties in £25 each for her keeping and rendering the accounts and paying the duties by Law required.

Elisha Parks of Westfield is now licensed to be a Retailer of spirituous liquors out of his house there to be spent out of Doors y^e year ensuing And he recognizes to the King in the sum of £10 with sureties viz Ezra Strong & Azariah Moseley in £5 each duly to observe and keep the Law respecting persons licensed to sell out of door only And also recognizes in £50 with the same sureties in £25 each to keep and render the accounts and pay the Duties by Law required.

Exra Strong of Westfield is now licenced to be a Retailer of spirituous Liquors out of his house there to be spent out of Doors the year ensuing & he recognizes to the King in the Sum of £10 with Sureties viz Elisha Parks and Azariah Moreley in £5 each duly to observe the Law respecting Persons licenced to sell out of Door only and also recognizes in the Sum of £50 with the same Sureties in £25 each to keep and render the accounts and pay the Duties by Law required.

Azariah Moreley of Westfield is now licenced to be a Retailer of strong Liquors of his own manufacturing only out of his house there to be spent out of doors the year ensuing & he recognizes to the King in the Sum of £10. with Sureties viz Elisha Parks and Exra Strong in £5 each duly to observe the Law respecting Persons licenced to sell out of Door only & also recognizes in the Sum of £50. with the same Sureties in £25 each to keep and render the Accounts and pay the Duties by Law required. —

Exra Clap of Westfield is now licenced to be an Inn-holder Retailer & Common Victualler in his house there the year ensuing & Elisha Parks gent.^r comes and recognizes to the King as principal in behalf of Exra Clap in £10 with Sureties viz Exra Strong & Benj^a Lornise in £5 each for Exra Clap's keeping good rule and order in his house & duly observing if Law made for regulation of such houses & also recognizes on behalf of Exra Clap in £50 with the same Sureties in £25 each for Exra Clap's keeping & rendering the Accounts & paying the duties by law required.

Benj^a Lornise of Westfield is now licenced to be an Inn-holder Retailer & Common Victualler in his house there the year ensuing. And he recognizes to the King in the Sum of £10 with Sureties viz Mess^{rs} Elisha Parks and Exra Strong in £5 each to keep good Rule and order in his house & duly to observe the laws made for Regulation of such houses and also recognizes in £50 with the same Sureties in £25 each to keep and render the accounts and pay the Duties by Law required.

Moses Noble of Westfield is now licenced anew to be an Inn-holder Retailer and Common Victualler in his house there the year ensuing. And he recognizes to the King in the Sum of £10 with Sureties viz Benj^a Lornise and Azariah Moreley in £5 each for keeping good rule and order in his house and duly observing the Law made for Regulation of such houses And also recognizes in £50 with the same sureties in £25 each to keep and render the Accounts and pay the Duties by Law required. —

Samuel Wells of Deerfield is licenced to be an Inn-holder Retailer & Common Victualler in his house there the year ensuing. And he recognizes to the King in the Sum of £10 with Sureties viz Jonathan Wells and Thomas French in £5 each to keep good rule and order in his house & duly to observe the Law made for Regulation of such Houses & also recognizes to the King in £50 with the same Sureties in £25 each to keep and render the Accounts and pay the Duties by Law required.

Jonathan Wells of Deerfield is again licenced to be an Inn-holder Retailer and Common Victualler in his house there the year ensuing. He recognizes to the King in the Sum of £10 with Sureties viz Mess^{rs} Samuel Wells and Thomas French in £5 each to keep good Rule and Order in his house and duly to observe the Law made for Regulation of such Houses And also recognizes in £50 with the same Sureties in £25 each to keep & render the Accounts and pay the Duties by Law required. —

Thomas French of Deerfield is licenced to be an Innholder Retailer and Common Victualler in the House he dwells in there the year ensuing And he recognizes to the King in the Sum of £10 with Sureties viz M^{rs} Sam^l French Wells and Jonathan Wells in £5 each to keep good Rule and Order in his House and duly to observe the Laws made for Regulation of such Houses & also recognizes in £50 with the same Sureties in £25 each to keep and render the Amounts & pay the Duties by Law required. —

Elijah Williams Esq of Deerfield is licenced to be a Retailer of strong Liquors out of his Shop there to be spent out of Doors the year ensuing And he recognizes to the King in the Sum of £10 with Sureties viz M^{rs} Sam^l Wells and Aaron Denio in £5 each duly to observe the Laws respecting Persons licenced to sell out of Door only and also recognizes to the King in £50 with the same Sureties in £25 each to keep and render the Amounts and pay the Duties by Law required.

David Field of Deerfield is now licenced to be a Retailer of strong Liquors out of his house there to be spent out of doors the year ensuing & Elijah Williams Esq recognizes to the King as principal on the behalf of ^{David} David in the Sum of £10 with Sureties viz M^{rs} Sam^l Wells and Aaron Denio in £5 each for ^{David} David's duly observing the Laws respecting persons licenced to sell out of Door only & also recognizes on ^{David} David's behalf in £50 with the same Sureties in £25 each for ^{David} David's keeping and rendering the Amounts & paying of Duties by Law required.

Nathan Frary of Deerfield is licenced to be an Innholder Retailer and Common Victualler in his house there the year ensuing & M^{rs} Aaron Denio recognizes to the King on behalf of ^{Nathan} Nathan as principal in the Sum of £10 with Sureties viz Major Elijah Williams & Capt^m Sam^l Wells in £5 each for ^{Nathan} Nathan's keeping good Rule & Order in his house and duly observing the Laws made for Regulation of such houses & also recognizes in behalf of ^{Nathan} Nathan in £50 with the same Sureties in £25 each for ^{Nathan} Nathan's keeping & rendering the Amounts & paying of Duties by Law required.

Aaron Denio of Greenfield is licenced to be an Innholder Retailer & Common Victualler in his house there the year ensuing & he recognizes to the King in the Sum of £10 with Sureties viz Elijah Williams Esq and Samuel Wells gent in £5 each to keep good Rule and Order in his house and duly to observe the Laws made for Regulation of such houses. And also recognizes in the Sum of £50 with the same Sureties in £25 each to keep and render the Amounts & pay the Duties by Law required.

Ephraim Perry of the place called Mount Grace is licenced to be an Innholder Retailer and Common Victualler in his house there the year ensuing And he recognizes to the King in the Sum of £10 with Sureties viz M^{rs} Ebenezer Hawley & Thomas French in £5 each to keep good Rule and Order in his house and duly to observe the Laws made for Regulation of such Houses And also recognizes in the Sum of £50 with the same Sureties in £25 each to keep and render the Amounts & pay the Duties by Law required.

David Allen of Mount Grace otherwise Roxbury Canada is licenced to be an Innholder Retailer & Common Victualler in his house there the year ensuing & he recognizes to the King in the Sum of £10 with Sureties viz Lieut Joseph Scott & Josiah Kestley in £5 each to keep good Rule & Order in his house and duly to observe the Laws made for Regulation of such Houses. —

181. And he also recognizes to the King in £50 with the same Sureties in £25 each to keep and render the Amounts and pay the duties by Law required.

John Workman } John Workman of Colrain is licenced to be an Inn holder Retailer and
Common Victualler in the house he dwells in there the year ensuing And
he recognizes to the King in the Sum of £10 with Sureties viz Thomas
Dish and Amos Allen in £5 each to keep good Rule and Order in his
House & duly to observe the Law made for Regulation of such Houses &
also recognizes in £50 with the same Sureties in £25 each to keep
and render the Amounts and pay the duties by Law required.

Fellow Billing } Fellow Billing of Sunderland is licenced to be an Inn holder Retailer &
Billing } Common Victualler in his house there the year ensuing And he recog-
nizes to the King in the Sum of £10 with Sureties viz Mess^{rs} Samuel
Blodget and John Clary in £5 each to keep good Rule and Order
in his house & duly to observe the Law made for Regulation of such
Houses & also recognizes in £50 with the same Sureties in £25 each
to keep and render the Amounts and pay the duties by Law required.

Samuel Blodget } Samuel Blodget of Sunderland Physician is licenced to be a Retailer
Blodget } of strong liquors out of his house there to be spent out of Doors & year
ensuing & he recognizes to the King in the Sum of £10 with Sureties
viz Mess^{rs} Fellow Billing and John Clary in £5 each duly to observe
the Law respecting persons licenced to sell out of Door only - & also
recognizes in the Sum of £50 with the same sureties in £25 each
to keep and render the Amounts and pay the duties by Law required.

John Clary } John Clary of Sunderland is licenced by this Court to be a Retailer of spi-
Clary } rituous Liquors in his house there to be spent out of Doors the year ensuing.
And he recognizes to the King in the Sum of £10 with Sureties viz Mess^{rs}
Fellow Billing and Samuel Blodget in £5 each duly to observe the Law
respecting persons licenced to sell out of door only and also recognizes in
the Sum of £50 with the same Sureties in £25 each to keep and render
the Amounts and pay the Duties by Law required.

Obthiel Taylor } Obthiel Taylor of Charlemont is licenced by this Court to be an Innholder
Taylor } Retailer and Common Victualler in his house there the year ensuing &
Samuel Wells of Deersfield gent. comes & recognizes to the King on the behalf
of s^r Taylor as principal in £10 with Sureties viz Mess^{rs} Fellow Billing &
Thomas French in £5 each for said Taylor's keeping good Rule & Order
in his house & duly observing the Law made for Regulation of such houses.
& also recognizes in the sum of £50 with the same Sureties in £25 each for s^r
Taylor's keeping & rendering the Amounts & paying the Duties by Law required.

Samuel Hunt } Samuel Hunt of Northfield gent is licenced by this Court to be an Inn-holder
Hunt } Retailer and Common Victualler in his house there the year ensuing
& Seth Field Esq. recognizes to the King on the behalf of s^r Hunt as princi-
pal in the Sum of £10 with Sureties viz Mess^{rs} W^m Eastman and Ebenezer
Harvey in £5 each for said Samuel's keeping good Rule & Order in his
house and duly observing the Law made for Regulation of such Houses &
Also recognizes in the sum of £50 with the same Sureties in £25 each for s^r
Hunt's keeping & rendering the Amounts & paying the Duties by Law required.

Joseph Root } Joseph Root of Montague gent is licenced by this Court to be an Inn-holder
Root } Retailer & Common Victualler in his house there the year ensuing & William
Eastman of South Hadley Rader comes & recognizes to the King on the behalf of s^r
Joseph as principal in y^e Sum of £10 with Sureties viz Seth Field Esq and

And Ebenezer Harvey in £5 each for said Root, keeping good rule and Order in his house & duly observing the Laws made for regulation of such Houses and also recognizes in the sum of £50 with the same Sureties in £25 each for J. Root's keeping and rendering the Accounts & paying y^e Duties by Law required.

Daniel Hubbard of Pontoosuck is now licenced to be an Innholder Retailer and Common Victualler in his house there the year ensuing. And he recognizes to the King in the sum of £10 with Sureties viz Mess^{rs} John Ingersoll and Abner Dewey in £5 each to keep good rule and Order in his house & duly to observe the Laws made for regulation of such Houses and also recognizes in the sum of £50 with the same Sureties in £25 each to keep and render the accounts and pay the Duties by Law required. Daniel Hubbard

Abner Dewey of Pontoosuck is licenced by the Court to be an Innholder Retailer and Common Victualler in his house there the year ensuing & he recognizes to the King in the sum of £10 with Sureties viz Mess^{rs} John Ingersoll and Daniel Hubbard in £5 each to keep good rule and Order in his house & duly to observe the Laws made for regulation of such Houses. And also recognizes to y^e King in £50 with the same sureties in £25 each to keep and render the accounts and pay the duties by Law required. Abner Dewey

John Ingersoll of Westfield gent. is licenced by the Court to be an Innholder Retailer and Common Victualler in his house there the year ensuing & he recognizes to the King in the sum of £10 with Sureties viz Mess^{rs} Abner Dewey and Daniel Hubbard in £5 each to keep good rule & Order in his House and duly to observe the Laws made for regulation of such houses. And also recognizes in £50 with the same Sureties in £25 each to keep and render the Accounts and pay the Duties by Law required. John Ingersoll

Ebenezer Harvey of Northfield is licenced by the Court to be a retailer of spirituous Liquors out of his house there to be spent out of Doors the year ensuing & he recognizes to the King in the sum of £10 with Sureties viz Mess^{rs} Noah Hitchcock and Moses Harvey in £5 each duly to observe the Laws respecting persons licenced to sell out of Door only and also recognizes in the sum of £50 with the same Sureties in £25 each to keep and render the Accounts and pay the Duties by Law required. Ebenezer Harvey

Moses Harvey of Montague is now licenced to be a retailer of strong Liquors out of his house there to be spent out of Door the year ensuing. And he recognizes to the King in the sum of £10 with Sureties viz Mess^{rs} Ebenezer Harvey & Noah Hitchcock in £5 each to observe duly the Laws respecting persons licenced to sell out of Door only - and also recognizes in the sum of £50 with the same Sureties in £25 each to keep and render the Accounts and pay the Duties by Law required. Moses Harvey

Noah Hitchcock of Brimfield is licenced by the Court to be an Innholder Retailer and Common Victualler in his house there the year ensuing & he recognizes to the King in the sum of £10 with Sureties viz Mess^{rs} Ebenezer Harvey & Moses Harvey in £5 each to keep good rule & Order in his House and to duly observe the Laws made for regulation of such Houses - And also recognizes in £50 with the same Sureties in £25 each to keep and render the Accounts and pay the duties by Law required. Noah Hitchcock

Samuel Moulton of Brimfield is licenced to be an Innholder Retailer and Common Victualler there in the House he now dwells in y^e year ensuing. And he recognizes to the King in the sum of £10 with Sureties viz Mess^{rs} David Graves and Nathan Collins in £5 each to keep good rule and Order in his Samuel Moulton

182. his House and duly to observe the Laws made for Regulation of such Houses & also recognizes in the Sum of £50 with the same Sureties in £25 each to keep and render the Accounts & pay the Duties by Law required.

Nathan Collins of Brimfield is licenced by the Court to be an Inn-holder Retailer and Common Victualler in his House there the year ensuing And he recognizes to the King in the Sum of £10 with Sureties viz Mess^{rs} Samuel Moulton and Daniel Graves in £5 each to keep good Rule and Order in his House & duly to observe the Laws made for Regulation of such Houses & also recognizes in the Sum of £50 with the same Sureties in £25 each to keep and render the Accounts and pay the Duties by Law required.

Daniel Graves of Palmer is now licenced to be an Inn-holder Retailer & Common Victualler in his house there the year ensuing and he recognizes to the King in the Sum of £10 with Sureties viz Mess^{rs} Samuel Moulton and Nathan Collins in £5 each to keep good Rule and Order in his house & duly to observe the Laws made for Regulation of such houses And also recognizes in the Sum of £50 with the same sureties in £25 each to keep and render the Accounts & pay the Duties by Law required.

William Scott jun^r of Palmer is licenced by the Court to be an Inn-holder Retailer & Common Victualler in his house there the year ensuing And he recognizes to the King in the Sum of £10 with sureties viz Mess^{rs} Will^m Shaw and Duman Quantan in £5 each to keep good Rule and Order in his house and duly to observe the Laws made for Regulation of such houses And also recognizes in the Sum of £50 with the same Sureties in £25 each to keep and render the Accounts and pay the Duties by Law required.

William Shaw of Palmer is licenced to be an Inn-holder Retailer and Common Victualler in the house he now dwells in there the year ensuing And he recognizes to the King in the Sum of £10 with Sureties viz Mess^{rs} William Scott jun^r and Duman Quantan in £5 each to keep good Rule and Order in his House and duly to observe the Laws made for Regulation of such houses And also recognizes in the Sum of £50 with the same Sureties in £25 each to keep and render the Accounts and pay the Duties by Law required.

Duman Quantan of Palmer is licenced by the Court to be an Inn-holder Retailer and Common Victualler in his house there the year ensuing & he recognizes to the King in the Sum of £10 with Sureties viz Mess^{rs} William Scott jun^r and William Shaw in £5 each to keep good Rule and Order in his House & duly to observe the Laws made for Regulation of such Houses. And also recognizes in the Sum of £50 with the same Sureties in £25 each to keep and render the Accounts and pay the Duties by Law required.

Jeremiah Powers of Greenwich gent is licenced to be an Inn-holder Retailer and Common Victualler in his house there the year ensuing And he recognizes to the King in the Sum of £10 with Sureties viz Mess^{rs} James Cooke and Zacheus Corher in £5 each to keep good Rule and Order in his House & duly to observe the Laws made for Regulation of such Houses & also recognizes in the Sum of £50 with the same Sureties in £25 each to keep and render the Accounts & pay the Duties by Law required.

Zacheus Corher of Roadtown is licenced by the Court to be an Innholder Retailer and Common Victualler in his house there the year ensuing - and he recognizes ~~to the King~~ To the King in the Sum of £10 with Sureties viz Mess^{rs} Jeremiah Powers & James Cooke in £5 each to keep good Rule & Order in his house and duly to observe the Laws made for Regulation of such houses. and

and also recognizes in the Sum of £10 with the same Sureties in £25 each to keep and render the Amounts and pay the Duties by Law required

James Cooke of New Salem is licensed by the Court to be an Innholder Retailer and Common Victualler in his house there the year ensuing And he recognizes to the King in the Sum of £10 with Sureties viz Messrs Jeremiah Powers and Zachariah Crocker in £5 each to keep good Rule & Order in his house & duly to observe the Law made for Regulation of such Houses & also recognizes in the Sum of £50 with the same Sureties in £25 each to keep & render the Amounts & pay the Duties by Law required.

Thomas King of Palmer is licensed by the Court to be a Retailer of spirituous Liquors out of his house there to be spent out of Door the year ensuing & he recognizes to the King in the Sum of £10 with Sureties viz Messrs Dunstan Quantan and Wm Scott junr in £5 each duly to observe the Law respecting persons licensed to sell out of Door only and also recognizes in the Sum of £50 with the same Sureties in £25 each to keep and render the Amounts and pay the Duties by Law required.

John Webber of Brimfield is now licensed to be an Innholder Retailer and Common Victualler in his house there the year next ensuing & he recognizes to the King in the Sum of £10 with Sureties viz Messrs Samuel Moulton and Nathan Collins in £5 each to keep good Rule & Order in his house & duly to observe the Law made for Regulation of such Houses and also recognizes in the Sum of £50 with the same Sureties in £25 each to keep & render the Amounts & pay the Duties by Law required.

Thomas Dicks of Pelham is licensed by the Court to be an Innholder Retailer & Common Victualler in his house there the year ensuing and he recognizes to the King in the Sum of £10 with Sureties viz Messrs Nathaniel Dwight & Zachariah Crocker in £5 each to keep good Rule & Order in his house and duly to observe the Law made for Regulation of such Houses & also recognizes in the Sum of £50 with the same Sureties in £25 each to keep and render the Amounts & pay the Duties by Law required.

Nathaniel Dwight of Coldspring gent is licensed to be an Innholder Retailer & Common Victualler in his house there the year ensuing & he recognizes to the King in the Sum of £10 with Sureties viz Messrs Zachariah Crocker and Thomas Dicks in £5 each to keep good Rule & Order in his house & duly to observe the Law made for Regulation of such Houses & also recognizes in the Sum of £50 with the same Sureties in £25 each to keep & render the Amounts & pay the Duties by Law required.

Joseph Scott of Ware River Gent. is licensed by the Court to be an Innholder Retailer & Common Victualler in his house there the year ensuing & he recognizes to the King in the Sum of £10 with Sureties viz Messrs John Downing & Solomon King in £5 each to keep good Rule & Order in his house & duly to observe the Law made for Regulation of such Houses & also recognizes in the Sum of £50. with the same Sureties in £25 each to keep and render the Amounts & pay the Duties by Law required.

John Downing of Ware River is licensed by the Court to be an Innholder Retailer & Common Victualler in his house there the year ensuing And he recognizes to the King in the Sum of £10 with Sureties viz Messrs Joseph Scott and Solomon King in £5 each to keep good Rule & Order in his house & duly to observe the Law made for Regulation of such Houses & also recognizes in £50 with the same Sureties in £25 each to keep and render the Amounts & pay the Duties by Law required.

103. Solomon King of N^o 4 is licensed by the Court to be an Inn-holder Retailer and Common Victualler in his house there the year ensuing & he recognizes to the King in the Sum of £10 with Sureties viz Mess^{rs} Joseph Scott and John Downing in £5 each to keep good rule & Order in his house & duly to observe the Laws made for Regulation of such Houses & also recognizes in £50 with the same Sureties in £25 each to keep and render the Accounts & pay the Duties by Law required.

Isaiah Kingsley of N^o 4 is now licensed to be an Inn-holder Retailer and Common Victualler in his house there the year ensuing & he recognizes to the King in the Sum of £10 with sureties viz Mess^{rs} Solomon King & Rob^t Blair in £5 each to keep good Rule & Order in his House & duly to observe the Laws made for Regulation of such Houses & also recognizes in the Sum of £50 with the same Sureties in £25 each to keep & render the Accounts & pay the Duties by Law required.

John Smith the second of South-Hadley is licensed to be an Inn holder Retailer & Common Victualler in his house there the year ensuing & he recognizes to the King in the Sum of £10 with Sureties viz Mess^{rs} W^m Eastman and Eleazer Nash in £5 each to keep good Rule & Order in his House & duly to observe the Laws made for Regulation of such Houses & also recognizes in the Sum of £50 with the same Sureties in £25 each to keep & render the Accounts & pay the Duties by Law required.

William Eastman of S^t. Hadley Trader is licensed to be a Retailer of strong Liquor out of his Shop there to be spent out of Doors the year ensuing & he recognizes to the King in the Sum of £10 with Sureties viz Mess^{rs} John Smith 2^d & Eleazer Nash in £5 each to observe duly the Laws respecting persons licensed to sell out of Door only & also recognizes in the Sum of £50 with the same Sureties in £25 each to keep and render the Accounts & pay the Duties by Law required.

Eleazer Nash of S^t. Hadley is licensed to be a Retailer of Spirituous Liquors out of his house there to be spent out of Doors the year ensuing & he recognizes to the King in the Sum of £10 with Sureties viz Mess^{rs} W^m Eastman & John Smith 2^d in £5 each duly to observe the Laws respecting Persons licensed to sell out of door only & also recognizes in the Sum of £50 with the same Sureties in £25 each to keep & render the Accounts & pay the Duties by Law required.

Peter Smith of Amherst is licensed by the Court to be a Retailer of Spirituous Liquors out of his house there to be spent out of doors the year ensuing & Alexander Smith of Amherst comes and recognizes to the King on the behalf of S^r Peter as principal in the Sum of £10 with Sureties viz Charles Phelps Esq^r & Moses Warner in £5 each for S^r Peter's duly observing the Laws respecting Persons licensed to sell out of Door only & also recognizes as principal in the Sum of £50 on the behalf of S^r Peter with 4th same Sureties in £25 each for S^r Peter's keeping & rendering the Accounts & paying the duties by Law required.

Alexander Smith of Amherst is licensed to be an Inn-holder Retailer and Common Victualler in his house there the year next ensuing and he recognizes to the King in the Sum of £10 with Sureties viz Mess^{rs} Moses Warner & Moses Smith in £5 each to keep good Rule and Order in his house & duly to observe the Laws made for Regulation of such Houses & also recognizes in the Sum of £50 with the same Sureties in £25 each to keep and render the Accounts & pay the Duties by Law required.

Moses Warner of Amherst is now licenced by the Court to be an Inn-holder Retailer and Common Victualler in his house there the year next ensuing And he recognizes to the King in the Sum of £10 with Sureties viz Messrs Moses Smith & Alexander Smith in £5 each to keep good Rule and Order in his House and duly to observe the Law made for Regulation of such Houses - And also recognizes in the Sum of £50 with the same Sureties in £25 each to keep and render the Accounts and pay the Duties by Law required.

Moses Smith of Amherst is licenced by the Court to be an Inn-holder Retailer and Common Victualler in his house there the year next ensuing And he recognizes to the King in the Sum of £10 with Sureties viz Messrs Alexander Smith & Moses Warner in £5 each to keep good Rule & Order in his house & duly to observe the Law made for Regulation of such Houses and also recognizes in the Sum of £50 with the same Sureties in £25 each to keep & render the accounts and pay the Duties by Law required.

Phineas Pratt of Granville gent. is licenced by the Court to be an Inn-holder Retailer & Common Victualler in his house there the year ensuing And he recognizes to the King in the Sum of £10 with Sureties viz Messrs Dan Robinson and Thomas Hamilton in £5 each to keep good Rule and Order in his house and duly to observe the Law made for Regulation of such Houses & also recognizes in the Sum of £50 with the same Sureties in £25 each to keep and render the Accounts and pay the duties by Law required.

Dan Robinson of Granville is licenced by the Court to be an Inn-holder Retailer and Common Victualler in his house there the year ensuing And he recognizes to the King in the Sum of £10 with Sureties viz Messrs Phineas Pratt and Thomas Hamilton in £5 each to keep good Rule & Order in his house and duly to observe the Law made for Regulation of such Houses & also recognizes in the Sum of £50 with the same Sureties in £25 each to keep and render the Accounts & pay the Duties by Law required.

Thomas Hamilton of Granville is now licenced to be an Inn-holder - Retailer & Common Victualler in his house there the year next ensuing And he recognizes to the King in the Sum of £10 with sureties viz Messrs Phineas Pratt & Dan Robinson in £5 each to keep good Rule and Order in his House and duly to observe the Law made for Regulation of such Houses and also recognizes in the Sum of £50 with the same Sureties in £25 each to keep and render the Accounts and pay the Duties by Law required.

Samuel Brown of Stockbridge gent is licenced by the Court to be an Inn-holder Retailer & Common Victualler in his house there the year next ensuing And he recognizes to the King in the Sum of £10 with Sureties viz Messrs Daniel Brown & Sam^l Brown jun^r in £5 each to keep good Rule & Order in his house & duly to observe the Law made for Regulation of such Houses - & also recognizes in the Sum of £50 with the same Sureties in £25 each to keep and render the Accounts & pay the Duties by Law required.

Daniel Brown of ... is licenced by the Court to be an Inn-holder Retailer & Common Victualler in the house he now dwells in the year ensuing And he recognizes to the King in the Sum of £10 with Sureties viz Messrs Samuel Brown & Samuel Brown jun^r in £5 each to keep good rule & Order in his house & duly to observe the Law made for Regulation of such Houses. & also recognizes in the Sum of £50 with the same Sureties in £25 each to keep and render the Accounts & pay the Duties by Law required.

184. Hezekiah Sumner of N^o. 3. is licenced by the Court to be an Inn-holder Retailer
Hezekiah } and Common Victualler in his house there the year next ensuing And He
Sumner } recognizes to the King in the Sum of £10 with Sureties viz M^{rs}. Azariah
Dewey and Ezekiel Thomas in £5 each to keep good Rule and Order in his
house and duly to observe the Laws made for Regulation of such Houses.
and also recognizes in the Sum of £50 with the same Sureties in £25 each
to keep & render the Accounts & pay the Duties by Law required.

Azariah } Azariah Dewey who lives on y^e. road between Blanford & Sheffield (in no town)
Dewey } is licenced to be an Inn-holder Retailer & Common Victualler in his house there
the year ensuing & he recognizes to the King in the Sum of £10 with Sureties
viz M^{rs}. Hezekiah Sumner & Ezekiel Thomas in £5 each to keep good Rule &
Order in his house & duly to observe the Laws made for Regulation of
such Houses & Also recognizes in the Sum of £50 with the same Sureties in
£25 each to keep and render the Accounts & pay the Duties by Law required.

Ezekiel } Ezekiel Thomas of N^o. 3 is licenced by the Court to be an Inn-holder Re-
Thomas } tailer & Common Victualler in his house there the year next ensuing And
he recognizes to the King in the Sum of £10 with Sureties viz M^{rs}. Hezekiah
Sumner and Azariah Dewey in £5 each to keep good rule and Order in his
House & duly to observe the Laws made for Regulation of such Houses &
Also recognizes in the Sum of £50 with the same Sureties in £25 each to
keep and render the Accounts and pay the Duties by Law required.

John } John Knox of Blanford is licenced by this Court to be an Inn-holder
Knox } Retailer & Common Victualler in his house there the year next ensuing
He recognizes to the King in the Sum of £10 with Sureties viz M^{rs}.
John Barber & Matthew Blair in £5 each to keep good Rule & Order
in his house & duly to observe the Law made for Regulation of such Houses
Also recognizes in the Sum of £50 with the same sureties in £25 each to
keep & render the Accounts & pay the Duties by Law required.

Matthew } Matthew Blair of Blanford is now licenced to be a Retailer of spirituous
Blair } Liquors out of his house there to be spent out of Doors the year ensuing
And he recognizes to the King in the Sum of £10 with Sureties viz M^{rs}.
John Knox & John Barber in £5 each to duly observe the Law that re-
spect Persons licenced to sell out of Door only And also recognizes
in the Sum of £50 with the same Sureties in £25 each to keep and
render the Accounts & pay the Duties by Law required —

John } John Jackson of N^o. 1. is licenced by this Court to be an Inn-holder -
Jackson } Retailer & Common Victualler in his house there the year ensuing
He recognizes to the King in the Sum of £10 with Sureties viz M^{rs}.
Isaac Davis & Zebadiah Dewey in £5 each to keep good Rule & Order in
his house & duly to observe the Laws made for Regulation of such Houses.
and also recognizes in the Sum of £50 with the same Sureties in £25 each
to keep & render the Accounts & pay the Duties by Law required.

Isaac } Isaac Davis of N^o. 1. is licenced by the Court to be an Inn holder Retailer
Davis } & Common Victualler in his house there the year next ensuing & he
recognizes to the King in the Sum of £10 with Sureties viz M^{rs}. John
Jackson and Zebadiah Dewey in £5 each to keep good Rule & Order in
his house & duly to observe the Laws made for Regulation of such Houses
& also recognizes in the Sum of £50 with the same Sureties in £25 each
to keep and render the Accounts & pay the Duties by Law required.

Zebadiah Dewey of N^o. 1. is licenced by the Court to be an Inn-holder Retailer & Common Victualler in his house there the year next ensuing and He recognizes to the King in the Sum of £10 with Sureties viz Mess^{rs} John Jackson & Isaac Davis in £5 each to keep good Rule & Order in his house & duly to observe the Laws made for Regulation of such Houses & also recognizes in the Sum of £50 with the same Sureties in £25 each to keep & render the Accounts and pay the Duties by Law required.

Elijah Alvord of South Hadley is licenced to be a Inn-holder Retailer and Common Victualler in his house there the year next ensuing and He recognizes to the King in the Sum of £10 with Sureties viz Mess^{rs} Daniel Lombard & Reuben Sudd in £5 each to keep good Rule and Order in his house & duly to observe the Laws made for Regulation of such Houses & also recognizes in the Sum of £50 with the same Sureties in £25 each to keep & render the Accounts & pay the duties by Law required.

Samuel Clark of Northampton gent. is licenced to exercise the employment of a Common Victualler Inn-holder & Taverner in his house there during the sitting of the several Courts there the year ensuing & He recognizes to the King in the Sum of £10 with Sureties viz Mess^{rs} Solomon Stoddard & Ebenezer Purnoy in £5 each to keep good Rule and Order in his house & duly to observe the Laws made for Regulation of such Houses & also recognizes in the Sum of £50 with the same Sureties in £25 each to keep & render the Accounts & pay the Duties by Law required.

Samuel Roberts of Exmout gent. is licenced to be an Innholder Retailer & Common Victualler in the House he dwells in there the year ensuing and John Ashley Esq. recognizes to the King on the behalf of said Samuel as principal in the Sum of £10 with Sureties viz Charles Phelps Esq. & Cornelius Jones Gent. in £5 each for said Samuel's keeping good Rule and Order in his house & duly observing the Laws made for Regulation of such Houses & also recognizes in the Sum of £50 with the same Sureties in £25 each for said Samuel's keeping and rendering the Accounts & paying the Duties by Law required.

Aaron Lyman of Coldspring is licenced by this Court to be an Innholder Retailer & Common Victualler in his house there the year next ensuing & Nathaniel Dwight of the same place gent. comes & recognizes to the King on the behalf of said Aaron in the Sum of £10 with Sureties viz Mess^{rs} Moses Dewey & George King in £5 each for said Aaron's keeping good Rule and Order in his house and duly observing the Laws made for Regulation of such Houses and also recognizes on behalf of said Aaron in the Sum of £50 with the same Sureties in £25 each for said Aaron's keeping & rendering the Accounts & paying the Duties by Law required.

Jonathan Graves of Coldspring gent. is licenced to be an Innholder Retailer and Common Victualler in his house there the year next ensuing & Nathaniel Dwight of the same place gent. comes & recognizes to the King on the behalf of said Graves as principal in the Sum of £10 with Sureties viz Mess^{rs} George King & Moses Dewey in £5 each for said Graves's keeping good Rule & Order in his house & duly observing the Laws made for Regulation of such Houses & also recognizes on the behalf of said Graves in the Sum of £50 with the same Sureties in £25 each for said Graves's keeping & rendering the Accounts & paying the duties by law required.

Martin Phelps of Northampton is licenced by this Court to be a Retailer & to sell Liquors out of his house there to be spent out of Doors the year next ensuing & Charles Phelps Esq. recognizes to the King on the behalf of said Martin as principal

Martin Phelps } Principal in the Sum of £10 with Sureties viz Cornelius Jones & Nath^l Dwight gentlemen in £5 each for said Martin's duly observing the Law which respect persons licenced to sell out of Door only And also recognizes as principal on the behalf of S^r Martin in the Sum of £50 with 3 same Sureties in £25 each for S^r Martin's keeping & rendering of Accounts & paying of duties by Law required.

George Hodge } George Hodge of Northampton Taylor is licenced to be a Retailer of spirituous Liquors of his own manufacturing only out of his house there to be spent out of doors the year next ensuing & Joseph Hawley Esq recognizes to the King on the behalf of said Hodge as principal in the Sum of £10 with Sureties viz Cornelius Jones & Nathaniel Dwight gentlemen in £5 each for S^r Hodge's duly observing the Law which respect persons licenced to sell out of door only & also recognizes on the behalf of S^r Hodge in the Sum of £50 with the same Sureties in £25 each for said Hodge's keeping & rendering the Accounts and paying the Duties by Law required.

Elisha Noble } Elisha Noble of Sheffield gent. is licenced to be an Inn-holder Retailer & Common Victualler in his house there the year next ensuing and He recognizes to the King in the Sum of £10 with Sureties viz Mess^{rs} John Ashley Jun^r & Eliakim Sacket in £5 each to keep good rule and Order in his house & duly to observe the Law made for Regulation of such Houses - And also recognizes in the Sum of £50 with the same Sureties in £25 each to keep & render the Accounts and pay the Duties by Law required.

John Ashley } John Ashley Jun^r of Sheffield gent. is licenced to be an Inn-holder Retailer & Common Victualler in his House there the year ensuing & He recognizes to the King in the Sum of £10 with Sureties viz Mess^{rs} Elisha Noble and Eliakim Sacket in £5 each to keep good Rule and Order in his House and duly to observe the Law made for Regulation of such Houses & also recognizes with the same Sureties viz S^r John as principal in £50 & they in £25 each to keep and render the Accounts & pay the Duties by Law required.

John Ashley Esq } John Ashley Esq of Sheffield is licenced by the Court to be a Retailer of spirituous Liquors out of his House there to be spent out of Doors the year ensuing & He recognizes to the King in the Sum of £10 with Sureties viz Josiah Chauncey Esq & M^r Moses Bliss in £5 each duly to observe the Law respecting persons licenced to sell out of door only & also recognizes in the Sum of £50 with the same Sureties in £25 each to keep and render the Accounts and pay the duties by Law required.

Benjamin Leonard Jun^r } Benjamin Leonard Jun^r of Springfield is now licenced to be a Retailer of spirituous Liquors out the House he now dwells in there to be spent out of Doors the year ensuing & He recognizes to the King in the Sum of £10 with Sureties viz Mess^{rs} Samuel Palmer & Tilly Kice in £5 each duly to observe the Law respecting persons licenced to sell out of Door only And he also recognizes in the Sum of £10 with the same Sureties in £25 each to keep & render the Accounts and pay the Duties by Law required.

Israel Hubbard } Israel Hubbard of Sunderland is licenced by the Court to be an Inn-holder Retailer & Common Victualler in the house he dwells in there the year ensuing & He recognizes to the King in the Sum of £10 with Sureties viz Mess^{rs} Will^m Eastman & Rich^d Montague in £5 each to keep good Rule & Order in his house & duly to observe the Law made for Regulation of such Houses. & also recognizes in the Sum of £50 with the same Sureties in £25 each to keep and render the Accounts & pay the Duties by Law required.

Joseph Dwight Esq of Sheffield is licensed by the Court to be a Retailer of strong Liquors out of his House there to be spent out of Doors the year next ensuing And he recognizes to the King in the Sum of £10 with Sureties viz Josiah Dwight & Timothy Dwight Jun^r Esq in £5 each duly to observe the Laws respecting persons licensed to sell out of Door only & also recognizes in the Sum of £50 with the same Sureties in £25 each to keep & render the Accounts and pay the Duties by Law Required.

Nathaniel Ely of Springfield is licensed by the Court to be a Retailer of spirituous Liquors out of his house there to be spent out of Doors the year next ensuing. & He recognizes to the King in the Sum of £10 with Sureties viz Cornelius Jones and Jacob White gentlemen in the sum of £5 each duly to observe the Laws respecting persons licensed to sell out of Door only. & also recognizes in the Sum of £50 with the same Sureties in £25 each to keep and render the Accounts & pay y^e duties by Law required.

Ezra Clark of Northampton is licensed by the Court to be an Inn-holder Retailer & Common Victualler in his house there the year next ensuing And he recognizes to the King in the Sum of £10 with Sureties viz Mess^{rs} William Eastman & Nath^l Dwight in £5 each to keep good Rule and Order in his house & duly to observe the Laws made for Regulation of such Houses. And also recognizes in the Sum of £50 with the same Sureties in £25 each to keep and render the Accounts & pay the Duties by Law required.

Levi Ely of Springfield is licensed by the Court to be an Inn-holder Retailer and Common Victualler in his house there the year next ensuing. And he recognizes to the King in the Sum of £10 with Sureties viz Mess^{rs} Nath^l Ely and Benj^a Leonard Jun^r in £5 each to keep good Rule and Order in his house & duly to observe the Laws made for Regulation of such Houses. And also recognizes in the Sum of £50 with y^e same Sureties in £25 each to keep & render the Accounts & pay the Duties by Law Required.

Tilly Rice of Springfield is licensed by the Court to be an Inn holder Retailer & Common Victualler in his house there the year next ensuing & He recognizes to the King in the Sum of £10 with Sureties viz Mess^{rs} John Jones gent & Charles Phelps Esq in £5 each to keep good Rule & Order in his House & duly to observe the Laws made for Regulation of such Houses & also recognizes with the same Sureties viz the s^d Tilly in £50 & They in £25 each to keep and render the Accounts and pay the Duties by Law Required.

John Kellogg of Hadley is licensed by the Court to be an Inn-holder Retailer & Common Victualler in his house there the year next ensuing & He recognizes to the King in the Sum of £10 with Sureties viz Mess^{rs} Eleazer Nash and Ebenezer Pomroy in £5 each ^{duly to observe the Laws made for Regulation of such Houses} to keep good Rule and Order in his House & also recognizes in the Sum of £50 with the same Sureties in £25 each to keep and render the Accounts and pay the Duties by Law Required.

Ebenezer Pomroy of Hadley is licensed by the Court to be an Inn-holder Retailer and Common Victualler in the house he dwells in there the year next ensuing And he recognizes to the King in the Sum of £10 with Sureties viz Mess^{rs} John Kellogg and Eleazer Nash in £5 each to keep good Rule and Order in his house and duly to observe the Laws made for Regulation of such Houses. And also recognizes in the Sum of £50 with the same Sureties in the Sum of £25 each to keep and render the Accounts and pay the Duties by Law Required.

John Beman } John Beman of Northfield is licenced by the Court to be a retailer of spi-
rituous Liquors out of the house he dwells in there to be spent out of Doors the
year ensuing & He recognizes to the King in the Sum of £10 with Sureties
viz Mess^{rs} Daniel Graves and Elijah Alvord in £5 each duly to observe the
Law respecting persons licenced to sell out of Door only And also recog-
nizes in the Sum of £50 with the same Sureties in £25 each to keep &
render the Accounts and pay the Duties by Law required.

Josiah Chauncey Esq } Josiah Chauncey Esq of Amherst is licenced by the Court to be a retailer
of spirituous Liquors out of his House there to be spent out of Doors the
year ensuing And He recognizes to the King in the Sum of £10 with
Sureties viz Eleazer Porter Esq & Cornelius Jones Gent in £5 each duly to
observe the Law respecting persons licenced to sell out of Door only &
also recognizes in the Sum of £50 with the same Sureties in £25 each
to keep & render the Accounts & pay the Duties by Law required.

Nathaniel Brewer } Nathaniel Brewer of Springfield is licenced by the Court to be a Retailer
of spirituous Liquors out of his House there to be spent out of Doors the year
ensuing & He recognizes to the King in the Sum of £10 with Sureties viz
Cornelius Jones & Elisha Parks Gent^l in £5 each duly to observe & Law
which respect persons licenced to sell out of Door only & also recog-
nizes in the Sum of £50 with the same Sureties in £25 each to keep
and render the Accounts and pay the Duties by Law required.

Eldad Taylor Esq } Eldad Taylor Esq of Westfield is licenced to be an Inn-holder Retailer
and common Virtualler in his house there the year next ensuing
& He recognizes to the King in the Sum of £10 with Sureties viz Mess^{rs}
James Mirnick and Matthew Blair in £5 each to keep good Rule and
Order in his house & duly to observe the Laws made for regulation of
such Houses & also recognizes in the sum of £50 with the same Sureties in
£25 each to keep & render the Accounts & pay the Duties by Law required.

Joseph Staunton } Joseph Staunton of Westfield is licenced by the Court to be an Inn holder
Retailer and common Virtualler in the House he dwells in there & year
ensuing & He recognizes to the King in the Sum of £10 with Sureties viz
Mess^{rs} John Knox & John Barber in £5 each to keep good Rule & Order
in his House and duly to observe the Laws made for Regulation of such
Houses & also recognizes in the Sum of £50 with the same Sureties in
£25 each to keep & render the Accounts & pay the Duties by Law required.

Jonathan Hinsdale } Jonathan Hinsdale who lives on the Road between Stockbridge & Pontotuck
in no Town is now licenced to be an Inn holder Retailer & common
Virtualler in his house there the year ensuing & Timothy Woodbridge
Esq recognizes to the King on the behalf of J^r Jon^a as principal in &
Sum of £10 with Sureties viz Mess^{rs} Nathaniel Dwight & Moses Bliss
in the Sum of £5 each for J^r Jonathan's keeping good Rule & Order in
his house & duly observing the Laws made for regulation of such houses
& also recognizes on the behalf of J^r Jon^a as principal in the Sum of £50.
with the same Sureties in £25 each for J^r Jon^a's keeping & render-
ing the Accounts & paying the Duties by Law required.

The foregoing Judgments & Orders were made
& entered up & then the said Court adjourned
without Day *W. W. Williams Clerk.*

Hampshire Js. Anno Regni Regis Georgii Secundi magnae 1760.
Britanniae Franciae et Hiberniae tricesimo quarto. }
At his Majesty's Inferior Court of Common pleas } Inferior
holden at Northampton within & for the County of } Court
Hampshire on the Second Tuesday of Nov: being 7. Nov:
Eleventh day of said Month Anno Domini 1760.

Justices of the s^d Court

Present viz

Israel Williams }
Josiah Dwight }
Tim^r Dwight Jun^r }

return:

Jury for Trials

Moses Kingsley Foreman -
Rich^d Woolworth
* Joseph Chapin - excused.
Joseph Ely Jun^r.
Sam^l Marshall
Tim^r Wright
* Tim^r Cowles - excused.
Oliver Morton
Joshua Ballard
* Joseph Root } absent.
* John Lee }
Joseph Mitchel
* Joseph Field - absent.
* Stephen Morgan - absent.

as Talib^r circumst² -

{ Stephen Sheldon
John Eastman
Abener Barnard
Salmon Dickinson }

{ put on in the two cases
tried before this Court - }

Jesse Warner of Springfield in the County of Hampshire yeoman plt vs } Warner
William Spencer late of Sheffield in the same County yeoman deft in } or
a plea of the Case for that the deft at Springfield aforesaid on the third Day of } Spencer
September 1766 by his note for value received promised the plt to pay
him or order one pound 18/9 within three months with lawful Inter-
est yet tho often requested he has not fulfilled his said promise but
neglects it to the Damage of the said Jesse three pounds - This Action
was originally commenced to have been heard and tried before this
Court at their Session here in February last and was then refered with
all demands the parties then had on each other to the referees named
on record & has been continued from Term to Term under the refe-
rence to this Court - & now the deft. being three times called to come
into Court makes Default of Appearance - It is therefore Considered
by the Court that the said Jesse recover against the said William
Two pounds eight Shillings and Six pence Two farthings lawful
mony Damages & Cost of Courts tax at Three pounds four Shillings
and Seven pence like mony -
Exon is^d 12th Feb^y 1767 -

Amos Lomis of Southampton in the County of Hampshire yeoman } Lomis
and Esther Curtice of Northampton aforesaid Widow & Spinster plts } or
vs Henry Curtis of Coventry in the County of Winham in the } Curtice
Colony of Connecticut in New-England yeoman deft in a plea of
Debt &c - This Action (by consent of the parties) is further continued
to the Inferior Court of Common Pleas to be holden at Northampton
aforesaid for said County on the Second Tuesday of February next.

Hutchinson or David Ingersoll late of Sheffield in the County of Hampshire gent
Esq or Ingersoll } deft in a plea of Land & as it is at Large recorded in the Records of
the last Court from which Court the case was continued for the
Court's advisement to this Term - & Now - It's Considered by the Court
that the said Thomas recover against the said David the Lands &
Premises by him ag^t said David demanded & Cost of Courts last
at five pounds one Shilling & three pence & that Exⁿ be awarded
accordingly - Exⁿ issued Feby 12th 1761 -

Hutchinson or Foster Hutchinson of Boston in the County of Suffolk Esq p^t for
Esq or Same } David Ingersoll late of Sheffield in the County of Hampshire gent.
deft in a plea of Land & as it is at Large contained in the Records
of the Court at their last Term - from which Term it was contin^d
for the Court's advisement to this Term & Now - It's Considered by
the Court that the said Foster recover against the said David the
Lands and premises demanded by the said Foster ag^t David
and Cost of Courts last at five pounds one Shilling & three pence
lawful money & that Exⁿ be awarded accordingly. Exⁿ is Feby 12th 1761.

Oliver or Robert Oliver of Dorchester in the County of Suffolk Esq p^t or David
Esq or Ingersoll late of Sheffield in the County of Hampshire Gent^l deft.
if same } in a plea of Land & as it is at Large contained in the Records of this
Court at the last Term thereof. from which Term the case was
continued for the Court's advisement to this Term and Now -
It's considered by the Court that the said Robert recover against
said David the Lands & Premises by s^d Robert demanded ag^t David
& Cost of Court last at five pounds one Shilling and three pence law^l
money & that Exⁿ be awarded accordingly - Exⁿ is 12th Feby 1761.

Smith or Sarah Smith of Springfield in the County of Hampshire widow &
Frost } Spinster Who was the wife of Benj^d Smith late of said Springfield yeoman
deft. p^t or Joseph Frost of Brimfield in the same County Husband:
man deft Who was vouched by one Roger Pooley to Warrant to him
certain Lands & a Mesuage described in the p^t Writ on file of which
said Benj^d was seized in his demesne as of fee during the coverture
of which the p^t demands her Dower & at the last Court and the
said Frost prayed the leave of the Court to implead to this Term that
he might vouch to warrant the premises demanded against the
demand of the s^d Sarah the Heir of Israel Ashley Esq de^d &c &c
The case is now further continued by agreement of the Parties to the
next Inferior Court of Common Pleas to be holden at s^d Northampton
for said County on the Second Tuesday of February next -

Murphey or Daniel Murphey of Blanford in the County of Hampshire yeoman p^t
Hutchinson } or Matthew Hutchinson of Westfield in the same County yeoman deft
in a plea of the Case (as may be seen by the Records of the Court at their
last Session) - And the Referees to whom the case was then refer^d now
Report "that having heard the Parties & considered the Case they find for s^d
Daniel one pound one Shilling & three pence & Cost of Court & Cost of the
Reference being 13/6 - & the Report is accepted - It's therefore considered
by the Court that the said Daniel recover ag^t the said Matthew one
pound one Shilling & three pence lawful money Damages & Cost of Court &
Reference last at three pounds 4/6 like money.

John Catlin of Deerfield in the County of Hampshire yeoman plt or Joel Mitchel of Wethersfield in the County of Hartford & yeoman Adm^r on the Goods and Estate of Michael Mitchel late of s^d Deerfield deceased Intestate Deft. in a plea of the Case & This Case is by agreement of the Parties further continued to the Inferior Court of Common Pleas to be holden at Northampton within and for the County of Hampshire on the Second Tuesday of February next

Abraham Tonda of Claverick in the County of Albany & Merchant plt or Daniel Phelps of Sheffield in the County of Hampshire yeoman deft in a plea of the Case & This Action is by Order of Court (the deft being still out of this Government) further continued to the Inferior Court of Common Pleas to be holden at Northampton within and for s^d County of Hampshire on the Second Tuesday of February next

James Watson of Westfield & yeoman plt. or Ezechiel Noble late of the same Westfield Lordwarmer deft in a plea of the Case & At the Motion of the plt by In^r Worthington Esq^r his Att^r this Action is further continued to the Inferior Court of Common Pleas to be holden at Northampton in & for the s^d County on the Second Tuesday of Feby next.

Hannah Ashley of Springfield in the County of Hampshire Gentlewoman Who was the Wife of John Ashley late of Westfield in the same County Esq^r deceased plt or David Moseley of Westfield aforesaid Esq^r deft Who sues for her reasonable Dower & This Case is further continued by Agreement of the Parties to the next Inferior Court of Common Pleas to be holden at Northampton within and for the County of Hampshire on the Second Tuesday of February next

Hannah Ashley abovenamed plt or Matthew Noble of Westfield Gent^l deft Who sues for her reasonable Dower & This Case was further continued to the Inferior Court of Common Pleas to be holden at Northampton within and for the County of Hampshire on the Second Tuesday of February next by Agreement of the Parties

Hannah Ashley abovenamed plt or John Moseley of Westfield Gent^l deft Which said Hannah complains that the deft hath deforced her of her reasonable Dower which happens to her of a parcel of Land & This Case is further continued by Agreement of the parties to the next Inferior Court of Common Pleas to be holden at Northampton within and for the County of Hampshire on the Second Tuesday of February next

Hannah Ashley abovenamed plt or Daniel Moseley of Westfield yeoman deft Which s^d Hannah complains that the said Daniel hath deforced her of her reasonable Dower which happens to her of a parcel of Land & This Case is further continued by Agreement of the parties to the next Inferior Court of Common Pleas to be holden at Northampton on the Second Tuesday of February next

Thomas Smith Jun^r of Springfield in the County of Hampshire yeoman appellant or Benjamin Bedortha of said Springfield yeoman App^{ee} from a Judgment rendered against said Thomas by John Worthington Esq^r at a Trial before him on the 25th of July last & And now the s^d Thomas being three times publicly called is Nonsumt And the s^d Benj^a Defaulted

Mirich } Aaron Mirich of Munson in the County of Hampshire yeoman plt.
 vs Experience Davis of Greenwich in the same County yeoman deft in
 a plea of the case for that the deft on the 10th of November 1759 by his
 Note for Value rec^d promis'd the plt twelve pounds ten Shillings &c
 as if the Writ may be seen at Large. - The deft tho' three times publicly
 called to come into Court doth not come but makes Default
 It's therefore Considered by the Court that the said Aaron recover against
 the s^d Experience Eight pounds Seven Shillings and nine pence law-
 ful money Damages and cost of Court last at One pound Seventeen
 Shillings and eleven pence like money - Ex^{is} 12th Feby, 1761.

Shelden } Samuel Shelden of the District of New-Marlborough in the County
 app^t } of Hampshire yeoman appellant vs Daniel Grainger of Westfield in
 Grainger the same County Mill-wright appt^d from the Determination or Judg-
 ment of John Ashley Esq at a Trial before him on the 24th Day of Oct^r
 last, when and where the s^d Daniel was plt and the s^d Samuel deft in a
 plea of the case for recovery of forty Shillings he owed the plt according
 to his Auit &c The Court having inspected the Copies coming from the
 Justice before ^{wherein} the former Trial was, determine there is no Judgment and
 accordingly order that the Action be dismissed.

Kenfield } Salmon Kenfield of the Plantation called Goldspring in the County of
 App^t } Hampshire yeoman app^t vs Jonathan Bardwell of the same place
 Bardwell yeoman appt^d from the Judgment of Samuel Mather Esq at a Trial
 before him at his Dwelling House in Northampton on the Twentieth
 Day of October last when and where the said Salmon was plt and the
 said Jonathan deft. in a plea wherein the plt complains that whereas
 the deft on the thirtieth day of August last at said Goldspring wittingly
 and willingly against one Law of this province suffered his Swine to go
 at Large and be out of his Inclosure his the deft^s Swine so suffered by
 him to go at Large and be out of his Inclosure afterwards on the same
 Day broke and entered the plt^s Close called his Southerly Field in s^d
 Goldspring and then and there ate up trod down spoiled and consumed
 the Indian Corn of him the plt. then and there standing and growing
 to the Value of thirty Shillings Also for that the deft^s Swine by him
 wittingly and willingly permitted to go at large and be out of his Inclo-
 sure against the form of the Law in that case made and provided on
 the fourth of October aforesaid broke and entered the plt^s Close above-
 mentioned and then and there did eat up trod down spoil and consume
 the Indian Corn of the plt then and there found partly standing & partly
 pick'd and lying in the Ear in heaps on the Ground to the Value of
 ten Shillings of all which Hurt and Damage done by his the deft^s
 Swine to the plt. as above specified the deft afterwards on the same
 fourth day of Oct^r at s^d Goldspring was particularly notified by the
 plt. but he the deft hath not made the plt any Satisfaction therefor
 And the above^d Injuries done the plt by the Deft^s Swine as afores^d
 are to his Damage as he saith forty Shillings - At which Trial it was
 adjudged that the said Jonathan should recover his just Costs &c -
 And now the Parties appear. And after a full hearing upon the former
 plea of the deft that he was not guilty &c the case is committed to the
 Jury M^r Mores Kingsley foreman and Fellows Who return their Verdict
 on.

on Oath that they find for the Appellant Reversion of the former Judgment twenty Shillings Damages and Cost of Courts - It's therefore considered by the Court that the former Judgment be reversed and that the said Salmon recover against the said Jonathan Twenty Shillings lawful money Damages and Cost of Courts last at six pounds six Shillings and three pence like money - Exⁿ is. d. Nov. 28th 1760.

Salmon Kenfield of Coldspring in the County of Hampshire yeoman Appellant ad^o. Jonathan Bardwell of the same place Yeoman app^{ee} from the Judgment of Samuel Mather Esq at a Trial before him at his dwelling House in Northampton on the 20th Day of Oct^r last when and where the said Salmon made his Complaint against the s^d Jonathan that on the fourth Day of Oct^r aforesaid at said Coldspring seven grown Hogs and six pigs (of all which wine the s^d Jonathan was then & there the Owner) were going at Large and out of the Inclosure of him the s^d Jonathan with his Consent and privity and so the said Complainant in fact saith that on the said fourth day of said October at said Coldspring he the said Jonathan did wittingly and willingly and unnecessarily suffer all his abovesaid Swine to go at Large and be out of his said Jonathan's Inclosure against the form and Effect of one Law of this Province made and provided whereby he the said Jonathan hath forfeited to the said Salmon One Shilling for each and every of said Swine so suffered by him to go at Large as above specified Whereby the said Salmon the Complainant is empowered and intitled to demand of the said Jonathan the abovesaid forfeitures amounting in the whole to thirteen Shillings & at which Trial the said ^{son}pleaded that he owed nothing nor had forfeited any thing in manner as the Complainant had alledged in his Compt^t And it was adjudged that the said Jonathan should recover against the said Salmon his just Costs &c And the Parties now appear - And after a full hearing upon the abovesaid Plea the Case is committed to the Jury Mr^r Moses Kingsley foreman and fellows Who return their Verdict therein that is they on their Oath say they find for the Appellant Reversion of the former Judgment thirteen Shillings Debt and Cost of Courts - It's therefore considered by the Court that the former Judgment be reversed and that the said Salmon recover against the said Jonathan thirteen Shillings lawful money Debt and Cost of Courts last at four pounds six Shillings and five pence like money -

Jonathan Morton of Hatfield in the County of Hampshire gent^r plt^r vs Ebenezer Taylor of South Hadley in the same County yeoman def^t in a plea of Debt for that the def^t at s^d Hatfield on the 25th of August 1750 by his bond bound Himself to the plt^r to pay him thirteen pounds &c - The def^t in this case thr^o three times solemnly called to come into Court does not come but makes default - It's therefore considered by the Court that the said Jonathan recover against the said Ebenezer Seven pounds nine Shillings and one penny one farthing lawful money being the Channery of the bond declared on Debt and Cost of Court last at one pound seven Shillings and seven pence like money. Exⁿ is. d. Dec^r 23rd 1760.

Benjamin Pichman of Salem in the County of Essex Esq plt^r vs John Trask of New Salem in the County of Hampshire yeoman def^t in a plea of the Case for that the def^t on the last of Sept^r last being indebted to y^e plt^r in the Sum of three pounds 17/8 for sundry Merchandizes promised him the same &c as -

189-

As p the Writ on file is fully set forth. The plt. by his Att^y appears. The deft tho' three times solemnly called to come into Court does not come but makes Default. It's therefore considered by the Court that the Benjamin recover against the said John three pounds Seventeen Shillings and eight pence lawful money Damages and Cost of Court tax at two pounds Seventeen Shillings and eight pence like money.

Ex^{ist} in 14th Sept. 1761 -

Partridge Esq of
Clap - Oliver Partridge of Hatfield in the County of Hampshire Esq Sheriff of the said County plt vs Preserved Clap of Westfield in the same County deft in a plea of the Case for that whereas the deft on the 16th Day of April last at s^d Hatfield by his Note for Value rec^d promised the plt to pay him five pounds Sixteen Shillings and two pence lawful money whenever he should be thereto required with lawful Interest till paid yet tho' often requested has not paid the Contents of said Note but wholly deny to do it to the Damage of the said Oliver nine Pounds. The plt appears. The deft tho' three times solemnly called to come into Court doth not come but makes Default. It's therefore considered by the Court that the said Oliver recover against the said Preserved six pounds one penny two farthings lawful money Damages and Cost of Court tax at One pound seven Shillings and one penny like money. After all which the deft. by Cornelius Jones gent. his Att^y comes into Court and appeals from the Judgment of this Court to the next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of Sept. next Who recognizes with Sureties as the Law directs for the Appellants prosecuting his appeal with Effect there as s^d Recognizance on file appears.

Morton Wright Jonathan Morton of Hatfield in the County of Hampshire gent. plt. vs Joseph Wright lately of Springfield in the same County yeoman deft in a plea of Debt for that whereas the deft on the 29th Day of June 1752 at said Northampton by his bond dated that day in Court to be produced bound himself by the Name of Joseph Wright of a place called the Ware River Prisoner to the plt by the name of Jonathan Morton of Hatfield to pay him the plt five pounds lawful money on Demand yet the deft tho' often requested hath not paid said Sum to the plt but wholly deny to do it to the plt's Damage six pounds. The plt by his Att^y appears. The deft tho' three times solemnly called to come into Court doth not come but makes Default. It's therefore considered by the Court that that the said Jonathan recover against the s^d Joseph Two pounds eleven Shillings and ten pence half penny lawful money being the Chancery of the bond declared on Debt and Cost of Court tax at one pound nine Shillings and three pence like money. After all which the deft by Cornelius Jones gent. his Attorney comes into Court and appeals from the Judgment of this Court to the Sup^r Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next Who recognizes with Sureties as the Law directs for the appellants prosecuting his appeal with Effect As s^d Recognizance on file appears.

Blackfield Luke Blackfield Jun^r of Brimfield in the County of Hampshire yeoman
Keep - plt vs Josiah Keep of Motton in the same County Jun^r yeoman deft. In

In a plea of the case demanding four pounds 13/4 money with the Interest due by the def^t. Note of the Seventh of August 1759 at & the Writ on file is fully set forth. The plt. appears by Mr Jones his Attorney. The def^t tho' three Times solemnly called to come into Court doth not come but makes Default. It's therefore Considered by the Court that the said Luke recover against the said Josiah four pounds Seventeen Shillings and seven pence three farthings lawful money Damages and Cost of Court last at one pound nineteen Shillings and eleven pence like money.

James Watson of Westfield in the County of Hampshire yeoman plt. vs Simon Smith yeoman and Matthias Smith Sadler both of Springfield in the same County def^t. in a plea of the case for that They on the 26th of Sept. 1759 by their Note for Value rec^d. promised the plt to pay him or Order twenty three pounds 12/10. in six months with Interest but have failed to do it as & the Writ on file is fully set forth. the plt by his Attorney appears. The Defendants tho' three Times solemnly called to come into Court do not come but make Default. It's therefore Considered by the Court that the said James recover against the said Simon & Matthias nine pounds one Shilling and eight pence lawful money Damages and Cost of Court last at one pound sixteen Shillings & three pence - Ex^{ra} is d. 12th Dec. 1760.

Samuel Shipman of Hebron in the County of Hartford and Colony of Connecticut cut in New-England Physician plt. vs Moses Allen a transient person now resident at Granville in the County of Hampshire yeoman def^t in a plea of the Case for that whereas at a place called Hebron in Northampton shires on the Eighth of June 1758 for and in consideration of the Sum of ten pounds lawful money then and there by said Samuel paid to said said Moses He said Moses assumed on Himself and then and there promised the S^r. Samuel that he the said Moses would enlist into his Majesty's Service in y^e. Expedition then and there to be entered into in order for the Reduction of Canada in the Room and Stead and place of one David Finney a Soldier impropred into said Service belonging to the foot Company in the Militia in the Town of Lebanon in the County of Windham under the Command of Nathaniel Cushman gent^l Captain of said Company and wholly excuse free and discharge said David Finney of and from said Service and of & from all and all manner of Cost Charge Prosecution forfeiture fine penalty and Damage that might or could accrue or arise to the said Samuel or the said David in case he should fail so to do yet the said Moses not regarding his said promise but craftily and Subtly intending the S^r. Samuel to cheat defraud wrong injure and abuse never enlisted into and entered on S^r. Service in said David's Room and place so as to excuse indemnify and discharge S^r. David therefrom as aforesaid Which is to the Damage of the S^r. Samuel thirty pounds. - This Case is by Order of Court continued to the next Inferior Court of Common pleas to be holden at Northampton within and for the County of Hampshire on the Second Tuesday of February next.

Eleanor Leonard of Springfield in the County of Hampshire Spinster plt. vs George Leonard of the same place yeoman def^t in a plea of the Case for that said George at said Springfield on the fifteenth Day of May 1759 by his Note of that date for Value received promised the plt to pay her the Sum of ten pounds twelve Shillings and four pence money by the first Day of March then next with lawful Interest from the Date of s^r. Note till paid yet S^r. George tho' often requested hath never paid the same or any part of it but

Leonard } but unjustly neglects it to the Damage of the said Eleanor the sum
 Leonard } of thirteen pounds - The parties by their respective Attorneys appear-
 and the deft. comes and defends when he and pleads and says that the
 plt ought to have declared of a condition which was annexed to s^d Note
 and not mentioned in the Writ and thereof prays judgment - And the
 plt says that by the plea above pleaded by the deft. she ought not to be
 precluded of maintaining her Action abovesaid against the Deft
 because she says that the deft's plea above pleaded is an insufficient
 Answer to her Declaration & and therefore prays judgment for her
 Damages and Cost - And the deft says his plea is sufficient - The s^d
 plea being fully known to the Court is adjudged to be insufficient &
 It's therefore considered by the Court that the said Eleanor recover ag^t
 the said George Eleven pounds eleven shillings and four pence three
 farthings lawful money Damages and Cost of Court tax at one pound
 fifteen shillings and one penny - The deft by Joseph Hawley Esq his
 Attorney appeals from the judgment of this Court to the Superior
 Court of Judicature & to be holden at Springfield within and for the
 County of Hampshire on the fourth Tuesday of September next and
 Recognizes with Sureties as the Law directs for the Appellants prosec-
 uting his appeal with Effect as s^d Recognizance on file appears -

Clap } Ezra Clap of Westfield in the County of Hampshire gent. plt or David
 Ingersoll } Ingersoll late of Sheffield now of a New Township commonly known by
 the Name of Spencertown lying West of Stockbridge in s^d County gent.
 deft. in a plea of the case for that s^d David on the last of June last owing
 the plt fifty nine pounds lawful money to balance both accounts pro-
 mised him the same on Demand yet has not paid it & The plt. by
 his Att^y appears - The deft tho three times solemnly called to come into
 Court doth not come but makes Default - It's therefore considered by the
 Court that the said Ezra recover against said David fifty nine pounds
 lawful money Damages and Cost of Court tax at two pounds three shillings
 and nine pence like money - Excon is: 13th January 1761.

Bush } Samuel Bush of Sheffield in the County of Hampshire yeoman plt or
 Martin } Francis Martin of Cambridge in the County of Middlesex yeoman deft
 in a plea of the case for that said Francis at said Northampton on the
 26th of May 1759 by his note of that Date for Value received promised said
 Samuel to pay him ten pounds lawful money within three months
 from the Date of s^d Note with lawful Interest till paid Yet s^d Francis tho
 often thereto requested hath never paid the same or any part thereof but
 unjustly neglects it to the Damage of the s^d Samuel fifteen pounds -
 The plt by his Att^y appear - And the Deft by Cornelius Jones gent.
 his Att^y comes and defends and reserving Liberty of making a new
 plea on the Trial on the appeal says he never beat nor assaulted the
 plt and thereof puts himself on the Country - And the plt consenting
 says the deft's plea aforesaid and matters therein contained is an insuffi-
 cient Answer to his Declaration and that by Law he is not holden to
 answer thereto and thereof prays judgment and judgment for his Dam^s
 and Cost - And the deft says his plea is sufficient - The Court determine
 the plea of the deft is insufficient & It's therefore considered by the
 Court that the said Samuel recover against the said Francis ten pounds
 Seventeen shillings and six pence lawful money Damages And -

And Cost of Court tax at Two pounds Six Shillings and Seven pence
The deft by his ^r Attorney appeals from the Judgment of this Court to
the Superior Court of Judicature & to be holden at Springfield within
and for the County of Hampshire on the fourth Tuesday of September
Next and recognizes with Sureties as the Law directs for the Appellant
prosecuting his Appeal with Effect as by ^r Recogⁿ on file appears -

Margaret Ashley of Westfield in the County of Hampshire Gentlewoman Widow and Relict of Israel Ashley late of ^r Westfield Esq deceased and Executrix of the last Will and Testament of said deceased ^r pl^t or David Ingersoll late of Sheffield in the same County gentⁿ def^t. In a plea that the ^r David render to her forty nine pounds fifteen Shillings and two pence lawful money which he owes her and which by the Judgment of the Superior Court & she recovered ag^t him for her Damages in that Capacity sustained by Reason of the ^r David's not performing his promise made to ^r Testator in his Life - & for her forb^e which Judgment yet remains wholly unsatisfied & as ^r the Writ & The pl^t by her Att^y appears - The deft tho' three times solemnly called to come into Court does not come but makes Default - It is therefore considered by the Court that the said Margaret (in her said Capacity) recover against the said David forty nine pounds fifteen Shillings and two pence lawful money Debt and Cost of Court tax at two pounds three Shillings and nine pence - Exⁿ is ^r Nov^r 20. 1760.

Samuel Smith of Westfield in the County of Hampshire yeoman & Miriam his Wife who was lately Miriam Ashley the Widow of Noah Ashley late of said Westfield Esq deceased and Executrix of said Noah's last Will and Testament ^r pl^t or David Ingersoll late of Sheffield in the same County gentⁿ def^t. In a plea that the ^r David render to them three pounds 16/11 which he owes them and which the said Miriam Executrix as aforesaid recovered before her Inter marriage with the ^r Samuel by the Judgment of the Superior Court of Judicature & against the ^r David for her Cost of Suit & as ^r the Writ on file is fully shewn & - The pl^t by their Att^y appear - The deft tho' three times publicly called to come into Court doth not appear but makes Default - It is therefore considered by the Court that the said Samuel and Miriam (the said Miriam in her ^r Capacity) recover against the said David the sum of three pounds sixteen Shillings and eleven pence lawful money Debt & Cost of Court tax at two pounds three Shillings and nine pence like money Exⁿ is ^r 26th Nov^r 1760.

Samuel Gager of Norwich in the County of New-London in the Colony of Connecticut yeoman pl^t or Ebenezer Mattoon of Amherst in the County of Hampshire Husbandman def^t. In a plea that the deft render to the pl^t the sum of eight pounds lawful money which to him he owes and from him unjustly detains and whereon the said Samuel says that at ^r Northampton on the nineteenth day of June anno Domⁱ 1752 said Ebenezer by his bond under his hand and Seal of that date in Court to be produced bound & obliged himself by the Name of Ebenezer Mattoon of Hadley to the ^r Samuel in the sum of eight pounds lawful money to be paid to the said Samuel on Demand yet tho' often requested said Ebenezer has not paid the same but but unjustly neglects to do it to the damage of the ^r Samuel eleven pounds. The pl^t by his Att^y appears - And the deft by Joseph Hawley Esq his Attorney comes into Court and defends & and says the pl^t Writ ought to be abated because there

there is he says a material Variance between the Name declared in the
 Gager Writ to be the name by which the deft bound Himself and the name
 in the bond by the plt produced in court wherein the obligor bound himself
 by Mattoon as appears at Large on file - Which plea after a full hearing Thereon
 the Court adjudge insufficient &c and its determined that the Writ do not
 abate - And now the deft comes and confesses the forfeiture of the bond
 declared on praying an equitable Chancery &c and after a full hearing
 of the parties in the case its ordered by the Court that the Case be continued
 to the Inferior Court of Common pleas to be holden at Northampton in
 and for said County on the Second Tuesday of February next for the Courts
 further Advise ment thereon

Charles Goodrich of a New-Plantation called Poontoosuck in s^d County
 of Hampshire yeoman plt vs Israel Dewey of Sheffield in the same
 County yeoman deft. in a plea of the Case for that whereas on the 23^d day
 of October Anno Domini 1753 said Charles was possessed in his own Right
 by Purchase of one of the Sixty settling Lots so called in s^d Plantation
 called Poontoosuck containing one hundred acres which Lot lay in two
 parts both in the easterly part of said Township one fifty Acres South
 of the high Way leading thro' said Township or plantation and the other
 fifty acres North of said Way which said parts of said Lots are known &
 distinguished by Numbers viz that South of the high Way as aforesaid
 by Number 27 and the other by Number 25 which whole Lot s^d Charles
 then held under the Condition of performing a Settlement thereon in
 said Township as one of the Sixty Settlers agreeable to the Terms annexed
 by the General Assembly of this province to the Grant of s^d Township
 originally and for paying all Taxes or proportion of Taxes set on s^d Lot by
 the Proprietors of said Sixty settling Lots in said Township from that time
 forward until the same Lands with their Inhabitants were incorporated
 into a Township by the Assembly aforesaid - And on the same Day dis-
 course was had between the said Charles and said Israel that s^d Charles
 should convey fifty Acres of the same Lot viz that fifty Acres lying
 South of the High Way and being N^o 27 to said Dewey to hold to him and
 his Heirs in fee Simple and that in consideration thereof said Dewey
 should bring forward and complete a Settlement in s^d Township on s^d
 fifty Acres and do every thing thereon that by the original Grant afores^d
 of the General Court aforesaid an original Grantee in s^d Township was
 obliged to do to secure the Right and Title to a Single Share or Right of
 the same Lands or that by said Order of Assembly ought to be Done by
 a Settler there And also to pay all such proportions as should be set
 on the Whole of said Lot of all or any Taxes made by the Proprietors
 of said Sixty settling Lots there on the said Lands And said Charles
 says that he then and there made his Deed accordingly to s^d Israel thereby
 conveying to said Israel the said fifty Acres N^o 27 as aforesaid to hold
 to said Israel and his heirs in fee Simple and that the said Israel
 then and there agreed with said Charles and faithfully promised him
 that he would well and truly perform all the said Duty of Settlement
 on the said fifty Acres that by the Grant aforesaid of the Land afores^d
 by the General Court aforesaid was made a duty of a Single Settler in s^d
 Township and the Condition of said Grant of the whole Lot and that he
 would well and truly pay the Proportion set on the whole of s^d Lot
 of

of all the taxes raised in said Township by said Proprietors of s^d Settling
Lots as aforesaid and said Charles says that in order to secure to him Continued
the Performance of the Agreement made with him by the s^d Israel as
aforesaid the said Israel then and there by his bond under his hand
and seal of that date bound himself to s^d Charles (in a Sum to the said
Charles now wholly unknown the said bond being long since destroyed
by fire by the Act of God at the burning of the dwelling House of s^d
Charles) which bond was on Condition of said Israel performing the
Several Things aforesaid by him as aforesaid agreed to be performed
Yet said Charles says that said Israel wickedly intending and contriving
to deceive and defraud the said Charles in this Respect hath altogether
failed of performing his said Agreement or any part thereof and
hath never performed any thing of the Settlement of the same Lands
or any part thereof nor hath he ever paid the proportions set on the
said Whole Lot aforesaid of the Taxes raised and legally assessed thereon
by the Proprietors of the settling Lots there aforesaid or any part thereof
And said Charles says in particular neglected to pay said Lot's pro-
portion of two Taxes set thereon by said Proprietors viz one of six Shillings
and one of thirty two Shillings and two pence And the Assessors of the
same Taxes afterward for the Neglect of payment thereof made Sale
of ten Acres of the fifty Acres of said Lot North of said Highway and
being the N^o 25 and belonging to the said Charles of the Value of fifteen
pounds which s^d Charles hath wholly lost by the said Israel's not per-
forming his s^d Agreement which Neglect of said Israel is to y^e Damage
of said Charles the Sum of thirty pounds. The parties appear and the deft.
pleads & but one of the Witnesses on the part of the plt. being unable to
attend the Case is continued by their Agreement to the next Inferior Court to
be held at Northampton in & for s^d County on the second Tuesday of Feb^y next.

William Utley of Suffield in the County of Hartford in the Colony of Utley
Connecticut yeoman plt. vs Robert Watson jun^r of Sheffield in the County Watson
of Hampshire yeoman deft in a plea of the Case for that said Robert at
said Northampton owed the said William on the first of April last
thirty six pounds lawful money to balance accounts according to the
A^ct annexed to the plt's Writ on file and then and there promised
him to pay him the same on demand yet said Robert tho' often
thereto requested hath never paid the same or any part thereof but
unjustly neglects it to the Damage of s^d William thirty nine pounds.
The plt by his Att^y appears - And the deft by Cornelius Jones gent. his
attorney comes and defends & and says that the plt's Writ is bad and
ought to be abated because he says the plt. calls himself of Suffield
in the County of Hartford & whereas Suffield in which the plt. lives
lives is in the County of Hampshire & as is plead at large on file -
Which plea is overruled by the Court as insufficient & And its deter-
mined that the Writ do not abate - Saving which plea the deft.
further defends and reserving to himself the Liberty of making any
New Plea on the Trial of the Appeal says the Amount declared on is
not his Act and Deed and thereof puts himself on the Country - & the
plt. Consenting says the deft. plea above pleaded and matters therein
contained is not a sufficient Answer to his Declaration and that
he is not held to make Answer thereto & this he is ready to verify and
he prays Judgment accordingly - And

Uley vs Watson. Cont^d } And the def^t says his plea is sufficient - Which plea last foregoing being fully known to the Court is adjudged an Insufficient plea & is therefore considered by the Court that the said William recover against the said Robert thirty Six pounds lawful money Damages and Cost of Court tax at one pound eighteen Shillings & eleven pence. The def^t by his said Attorney appeals from the Judgment of this Court to the Superior Court of Judicature & to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and Recognizes with Sureties as the Law directs for the s^d Robert prosecuting his Appeal with Effect there as by said Recognizance on file appears -

Hitchcock vs Hinds } Pelatiah Hitchcock of Springfield in the County of Hampshire yeoman plt. vs Joseph Hinds of Greenwich in the same County yeoman def^t in a plea of the case for that the said Joseph at said Springfield on the thirteenth day of March Anno Domini 1760 by his Note of that date for Value received promised the said Pelatiah by the Name of Pelatiah Hitchcock jun^r of Springfield to pay him three pounds two Shillings and five pence lawful money on Demand with Interest for the same till paid yet tho' often requested s^d Joseph has never paid the same or any part thereof but unjustly neglects to do it to the Damage of the said Pelatiah five pounds - The parties appear by their respective Attorneys - And the def^t defends & and pleads that the Writ ought to be abated because the plt hath therein averred that the non performance of the promise alledged (absolutely) was to the Damage of the plt five pounds and not that it was to his Damage (as he saith) five pounds in Conformity to the form of Writ & as is pleaded at Large on file - The parties first heard on this plea and the same being fully known to the Court - it is adjudged an insufficient plea; and the Court determine that the Writ do not abate - Saving Which the def^t reserving to himself Liberty of altering s^d plea saith that he is not guilty and thereof puts himself on the Country - And the plt consenting says the def^t plea is an Insufficient^{one} and therefore he is not bound by the Law of the Land to make answer to the same - And the def^t says his plea is sufficient - The Court determine the def^t plea is not sufficient & - It is therefore considered by the Court that the said Pelatiah recover against said Joseph three pounds four Shillings and ten pence three farthings lawful money Damages and Cost of Court tax at one pound fourteen Shillings and Seven pence - The def^t by Charles Phelps Esq^r his s^d Attorney appeals from the Judgment of this Court to the Superior Court of Judicature & to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September Next Who recognizes with Sureties as the Law directs for the Appellant prosecuting his appeal with Effect - as by said Recognizance on file appears -

Porter Esq^r vs Taylor } Sarah Porter of Hadley in the County of Hampshire Widow & Gentlewoman Relict of Eleazer Porter Esq^r late of said Hadley deceased, and Eleazer Porter Esq^r now of said Hadley Esq^r Executor of the last Will and Testament of s^d Eleazer deceased plt^s vs Aaron Taylor of Springfield in the same County of Hampshire yeoman def^t in a plea of the case for that s^d Aaron at s^d Hadley on the third day of August 1757. by his Note promised the s^d Eleazer then living to pay him thirty three Shillings and eight pence on Demand with use which he never did & - The plt^s by their Att^s appear - The Def^t tho' three times publicly called to come into Court did not come but makes Default &

It is therefore considered by the Court that the said Sarah and Ueazers?
Executors in their said capacity recover against said Aaron two pounds
twelve Shillings and two pence half pence lawful money Damages
and cost of Court tax at one pound ten Shillings and one penny

Execution is 18th Nov^r 1760

Stephen Brown of Kent in the County of Litchfield and Colony of Forfeited
out Merchant having commenced an Action against Robert Watson Jr. ^{Brown}
of Sheffield in the County of Hampshire yeoman to be heard and tried ^{or} Watson
before this Court but discontinuing the same the said Robert prays he
may be allowed his reasonable costs &c - It is therefore considered by
the Court that the said Robert recover against the said Stephen his
reasonable costs tax at one pound Seventeen Shillings and two
pence lawful money - Execution issued 18th Nov^r 1760.

The foregoing Judgments & Orders
were made and entered up by and
before the Court

Att^y. W. Williams Clerk.

193.

November
Court of
Sessions
1760.Hampshire. In Anno Regni Regis Georgii Secundi magnae
Britanniae Franciae et Hiberniae tricesimo quartoAt his Majesty's Court of General Sessions of the Peace held
at Northampton within and for the County of Hampshire
on the Second Tuesday of November being the eleventh day
of said Month Anno Domini 1760.

Justices of said Court } Grand Jurors.

Present viz

Israel Williams

John Worthington

Josiah Dwight

Seth Field

Joseph Hawley

Samuel Mather

Tim^r Dwight jur^r

Eleazer Porter

Charles Phelps.

Exp^{ty} of Law.

Arguer

Obadias Dickinson fore^r - Jury for Trials -

Jonathan Hale

Joel Ely

Saul Alford

Josiah Clarke jun^r

David Smith

Ezer Nash

Simeon Wait

Enoch Holcomb

Samuel Noble

Daniel Aron

John Gurn - absent.

Benoni Wright

Nicholas Groves

Silas Kellogg

Moses Kingsley fore^r

Richard Woodworth

Joseph Ely jur^r

Samuel Marshall

Timothy Wright

Oliver Morten

Joshua Ballard

Joseph Mitchell

Abner Barnard

Salmon Dickinson

Ava Noble

Samuel King

de

Tal^rCir^rThe Grand Jury attended four days - M^r Sol^r Boltwood Junior
attended the Jury

Strong
or
Propri^r
of New Marl^r
brought

Thomas Strong of the New Plantation N^o Two Commonly called
New Marlborough in the County of Hampshire Clerk Complainant -
Adv^r The Proprietors of the same place debts paying for Arrears &c
of his Salaries - The Comp^r by his Attornies appears but the debt^r
do not appear - And the said Proprietors having not paid the s^d Strong
the Sum adjudged by this Court at a former Session thereof to be due to
him for the Delay of the payment of the several Sums granted him
for his Salaries in the years 1755 & 1756. nor shewn this Court wherefore
they have not performed the Order of Court respecting s^d Sum adjudged
to be so due to s^d Strong as aforesaid - The s^d Strong by John Worthington
and Joseph Hawley Esq^r his s^d Attornies now humbly shew that the s^d
Proprietors have to this Day unnecessarily neglected to pay him the
Sum of fourteen pounds nineteen Shillings and ten pence adjudged
to be due to him as aforesaid Order to be paid him by s^d Proprietors by
this Court at their Session in May last altho they have had reason-
able Time long since to have raised collected and paid the same
He therefore prays s^d Proprietors may be brought to answer hereto &
to shew to this Court wherefore they have not performed to s^d Order &
to be proceeded with as to the Court shall seem meet Ordered
by the Court that the s^d Proprietors be summoned to appear before the
Court of General Sessions to be held at Northampton on the Second ^{Tuesday}
of February ^{next} to answer to the foregoing Complaint and to shew
cause wherefore they have not performed to s^d Order - And that both Cases
be continued accordingly.

Reuben Judd of South Hadley in the County of Hampshire yeoman Compt^r or the Assessors of the same place for the year 1759 de^{ft} setting forth that he was over-rated & (as is recorded at large on the Records of this Court at their last Session) - And now the parties appear, and after a full hearing of the case It's determined that the complainant was over-rated the sum mentioned in the Complaint And It's therefore Ordered by the Court that the s^d Judd be abated the sum set on him in the Rates of s^d S. Hadley called their district Rate and County Rate for the year 1759 and that he be reimbursed of same out of the District Treasury of said South Hadley, being in the whole twelve shillings and nine pence three farthings with cost of Prosecution last at Two pounds fourteen shill - and three pence & that Ex^{ts} be awarded &c.

Samuel Shaw of Palmer in the County of Hampshire yeoman Att^y to Robert Burns late of Palmer Compt^r or Jenny Hill of s^d Palmer - Single Woman praying for an abatement of the weekly sum s^d Burns is by order of Court obliged to pay towards the support of a Bastard Child as is at large set forth on the Records of the last Court - And now the said Samuel by his Att^y and the s^d Jenny appear - And after a full hearing of the Parties, The Court are of Opinion that the s^d Burns ought to be abated part of the sum he was formerly ordered to pay the s^d Jenny towards the Maintenance of s^d Bastard Child. It's accordingly determined that he be abated six pence & Week of s^d Weekly sum And also Ordered that from this time the s^d Burns pay the s^d Jenny One shilling and six pence & Week towards the support of s^d Child during the Court's Pleasure -

The Grand Jurors for the Lord the King for the body of the County of Hampshire do on their Oaths present that John Charles Jun^r of Brimfield in s^d County yeoman did at s^d Brimfield wickedly willingly and unnecessarily absent himself from the public Worship of God on all the Sabbaths between the first Day of May last and the twentieth day of July last and the said Jurors say that on all the Sabbaths between said first of May and s^d twentieth of July the public Worship of God was upheld maintain'd & attended by others in said Brimfield and s^d John during all said Term was at said Brimfield able bodied and not otherwise necessarily prevented from attending said Worship on all said Sabbaths or Lord's Days during s^d Term Yet said Jurors say that said John at said Brimfield for the whole Term aforesaid did wickedly willingly and unnecessarily absent himself from the public Worship aforesaid Contrary to the Law of this Province in such case provided the peace of the said Lord the King his Crown and Dignity - Which presentment was made at the last Court and signed by Obadiash Dickinson foreman - The said John was now brought before the Court and being required to plead to the presentment, said he w^o not contend with the King - The Court having considered of the Offense - It's Ordered that the said John pay a fine of forty shillings lawful m^o for absenting himself from the public Worship as aforesaid for the space of two months to be to the benefit and Relief of the poor of the s^d Town of Brimfield And to be delivered into the hands of the select-men or Overseen of the poor in s^d Town for that End And that he pay costs of Prosecution standing Committed &c -

144- Lois Reed the Wife of David Reed of Ware River in the County of Hamp-
shire yeoman app^t & ad^r Experience Nelson of the same Ware River -
Widow App^{lee} from a Determination and Judgment of Joseph Hawley Esq^r
one of his Majesty's Justices of the peace for s^d County at a Trial before
him at the House of William Lyman of Northampton on the four-
teenth Day of Oct^r last when and where the s^d Experience by her Com-
plaint set forth that the said Lois on the thirty first Day of March last
at said Ware River with force and Arm did break and enter the dwell-
ing house of her the said Experience in Ware River aforesaid and did
then and there feloniously steal take and carry away two pounds of
Cotton Wool of the Value of four Shillings of the goods and Chattels of
the s^d Experience then and there found against the peace of Sovereign
Lord the King his Crown and Dignity and the form and effect of one
Law of this Province in that Case provided, to which Complaint the
said Lois pleaded that she was in Nothing guilty thereof. And after
a full hearing It was considered by s^d Justice that the s^d Lois (she being
guilty) should pay a fine of ten Shill^s to the King and also pay to s^d
said Experience the Sum of Six Shillings being treble the Value of the
Wool Stolen as afores^d & Cost^s &c from which Judgment the s^d Lois ap-
pealed to this Court. & now the parties appeared and after a full hear-
ing the Case is Committed to a Jury sworn to try the Issue between
our Sovereign Lord the King and the deft Who return their Verdict
therein that in they on their Oath say the said Lois is not Guilty -
Ordered that the Complaint be dismissed and that the s^d Lois go
without Day

D^r Rex } The Grand Jurors for the Lord the King for the body of the County of Hampshire
do on their Oaths present Warham Williams of Sheffield in said County
yeoman and John Williams Jun^r of said Sheffield yeoman for that said
Warham and said John on the tenth day of July in the thirty Second
year of the Reign of our Lord the King that now is at said Sheffield did
with force and Arm feloniously steal take and carry away four Gallons
of Rum of the Value of sixteen Shillings the Goods and Chattels of John
Burghardt of said Sheffield yeoman contrary to the Law of this province
in such Cases provided the peace of the said Lord the King his Crown &
Dignity - Which presentment was made at the last February Court and
signed by Daniel White foreman - And the s^d Warham and John who
are holden by Recognizance for this purpose come into Court under the
Recognizance and plead by their Council to quash the presentment -
Which pleas are over-ruled by the Court as not sufficient & afterwards
viz now at this same term the Court order (one of the principal Witnesses
for the King not being able to attend) that the Case be continued to the next
Term of this Court to be held here on the second Tuesday of February next
and that the s^d John and Warham recognize to the King severally in the
Sum of twenty ^{pounds} with Sureties for their appearance at the same Term.
and also to the said Burghardt in treble the Value of the Rum &c -
Warham Williams above named before this Court recognized to the King as
principal in the Sum of £20 lawful money and John Williams & John
Williams Jun^r of s^d Sheffield in £10 each to be levied &c on this condition
that the s^d Warham appear at the Court next to be held as aforesaid to
take his trial on the foregoing presentment and abide the Order of s^d Court
thereon and not depart &c

And the above named John William jun^r principal before this Court recognizes to the King in the Sum of £20 John William and Warham William above named Sureties in £10 each to be levied &c on this Condition that the said John William jun^r appear before the Court last aforesaid to take his Trial on the foregoing presentment abide the Order of^d Court on the same and not depart &c And the s^d Warham also recognizes as principal to John Burghardt above named in the sum of £20. John William and John William jun^r aforesaid in 20/ each on this Condition that the s^d Warham appear as aforesaid to take his Trial as aforesaid. John Burghardt and Jonathan Younglove both of^d Sheffield yeomen Recognized before this Court to the King in the Sum of £5 each for their appearance at the next Court to give Evidence of What they know respecting the foregoing presentment —

John -
William
Warham
Burghardt
Younglove
Reby

The Grand Jurors for the Lord the King for the body of the County of Hampshire do on their Oaths present John Carly of Westfield in s^d County for that said John on the 27th day of July last being Sabbath or Lord's Day did unnecessarily travel from the meeting house there to the House of Abraham Adams in Springfield in s^d County and from thence back to said Meeting house in s^d Westfield and did on s^d Lord's Day in s^d Westfield and said Springfield both unnecessarily travel contrary to one Law of this province in such cases made and provided the peace of the s^d Lord the King his Crown and Dignity - Which presentment was made at the last Court and signed Daniel White foreman - The s^d John being by a lawful Order conveyed before Eldad Taylor Esq one of his Majesty's Justices of the peace for said County on the fifth of November Instant Confessed Himself guilty of Matters and premises alledged ag^t him and took the Penalty of the Law and paid Cost - as s^d Cert^{ificat} from s^d Justice on file &c

John
Carly

The Grand Jurors for the said Lord the King for the body of the County of Hampshire do on their Oaths present Jonathan Bardwell of a place called Coldspring in s^d County yeoman for profane swearing &c Jurors on their Oaths say that at s^d Place called Coldspring in s^d County on the Seventh Day of November Current said Jonathan (then being of Discretion) did utter two profane Oaths by then and there saying twile to sundry persons liege Subjects of the said Lord the King these Words viz "go off about your business or by God I will shoot you" And also the s^d Jurors say on their said Oaths that said Jonathan did then and there utter one other profane Oath by then and there saying to sundry of the liege Subjects of the said Lord the King these words viz I swear I will shoot ye all - Which is contrary to the Law of this province in that case made and provided the peace of the said Lord the King his Crown and Dignity - This presentment was now made and signed Obadiah Dickinson foreman - And the s^d Jonathan being now brought before the Court and put to plead to the s^d Presentment says he will not contend with the King - The Court having considered of the Offense Order that the said Jonathan pay as a fine to his Majesty for the first profane oath by him uttered as aforesaid the Sum of Six Shillings and for the Second and third profane Oaths by him uttered as aforesaid the Sum of one Shilling each and Cost of Prosecution standing Committed &c

John
Bardwell

Simoneon
King's
Compt

Humbly Shews Simoneon King of Montague in the County of Hampshire Yeoman, by Joseph Hawley Esq^r his Atty, that by an Order of this Court made at their Session here in November 1758 he s^d Simoneon being by said Court adjudg^d the reputed father of a bastard Child born before that time at s^d Montague of the body of Experience Richardson of said Montague Singlewoman, to stand charged with the Maintenance of said Child with the Assistance of said mother in this manner to wit that he the said Simoneon should pay to her the Sum of two Shillings & Weeks from the birth of said Child until this Court should otherwise Order and said Simoneon says that s^d Order still continues in full force and that he has truly performed the same And he further shews that the said Child is lusty and in good health and is now of such an age that a less Sum is sufficient for its Support He therefore humbly prays that this Court would Consider said Order and make a new Order whereby said former Order may be superseded and your Complainant either wholly discharged from paying any thing further toward the Maintenance of said Child or that some part of the weekly Sum which he has hitherto been obliged to pay there for may for the future be abated. Read and ordered that the s^d Experience be notified to appear before the Court of General Sessions of the peace to be holden at Northampton &c on the Second Tuesday of February next to shew Cause if any she has / wherefore the prayer of this petition sh^d not be granted - Notification made accordingly -

The Atty^r for s^d King
John Worthington Esq^r Attorney for our sovereign Lord the King in this behalf here in Court gives this Court to understand and be informed that the District of South Hadley in said County consists of more than one hundred families and for the Space of more than Six months last past hath consisted of more than one hundred families and that for the Space of Six months last past the Inhabitants of said District have utterly neglected to set up and maintain a grammar School in said District and during s^d Term of six months have willingly and voluntarily been destitute of such Grammar School in said District and of any discreet person well instructed in the Tongues procured and detained by them to keep such School and that said District by the Law of this Province ought to have set up and maintain'd such School in said District during s^d Term and procured and retain'd such discreet person as aforesaid to keep such School which Neglect of s^d Inhabitants of said District as aforesaid is contrary to the Laws of this province in that Case provided the peace of the s^d Lord the King his Crown and Dignity - Read and Ordered that the said Inhabitants be summoned to appear before the Justices of the Court of General Sessions of the Peace to be holden at Northampton &c on the Second Tuesday of February next to answer to this Complaint &c

Joseph Davis
Recog^d
discharg^d
Joseph Davis of Brimfield Who was held by Recognizance taken to the King to make his personal Appearance before this Court is now discharged therefrom by Proclamation by Order of Court -

Noah & Windsor Smith
Ferry-men
Licence is granted by this Court to Noah Smith and Windsor Smith of Hadley to keep a ferry at the usual ferrying place at the north End of the Street there for the year ensuing - & it is ordered that the fare be the same it was for man and horse the last year - And they severally recognize to the in the Sum of £10 for the faithful discharge of their place respectively.

Licence is by this Court granted Thomas French of Deerfield to keep a ferry across Connecticut River at the place called French's ferry place in the road leading from Sunderland to Deerfield by the North End of Sugar-loaf Mountain, for the year next ensuing - the fare to be the same it usually been, both for man and Horse - And he recognizes to the King in the Sum of ten pounds for the faithful discharge of his place.

Licence is now granted to Ezra Strong of Westfield to sell Tea Coffee & China Ware for one year next ensuing - And he recognizes to the King in the Sum of £20 with sufficient Sureties viz Solomon Boltwood and Selah Wright in £10 each for E. Strong's keeping and rendering the Accounts and paying the Duties by Law required.

Ordered by this Court that Elisha Amiden be further held by the King's nizanue to the King taken before Elijah Williams Esq to appear at the Next Court of General Sessions of the peace to be held at Northampton on the Second Tuesday of February next to answer to the Complaint of Abigail Hitchcock &c.

The Petition of sundry of the Inhabitants of the Town of Deerfield in this County now preferred to this Court wherein they represent that Connecticut River in the Road that leads from said Deerfield to Winchester in the Province of New-Hampshire is in no part of the year fordable and that this Notwithstanding the Town of Northfield in said County thro' which said road goes have hitherto neglected to keep and maintain a constant ferry over said River there whereby his Majesty's liege Subjects having Occasion to pass said River there are much interrupted in their business and many times unable to obtain a passage at all there, praying this Court would order the said Town of Northfield to set up keep and maintain a constant ferry there, was now read and Considered and a ferry over said River in the said road being necessary in the Judgment of this Court, It hereupon ordered by the Court that the S^d Town of Northfield do by the Second Tuesday of February next set up a ferry over Connecticut River in the Road aforesaid Also that they shall by that provide a suitable person or persons to keep and attend said ferry at such times in the year as it may be necessary which person or persons shall be licensed by the Justices in quarter Sessions And that the said Town of Northfield do strictly observe and obey this Order on the penalty in the Law in this behalf made and provided - And the Clerk of this Court is directed forthwith to transmit a copy hereof to the Select-Men of the S^d Town of Northfield - Copy made & transmitted accordingly.

Upon the Motion of Seth Field Esq that the Town of Deerfield in this County may be enjoined to set up and maintain a constant ferry over Deerfield River in the Country road which leads from Deerfield aforesaid to Greenfield in S^d County Ordered by the Court (a ferry there being in their judgment necessary) that the said Town do by the Second Tuesday of February next set up a ferry over S^d River in the Road aforesaid - also that they shall by that time provide a suitable person or persons to keep and attend said ferry at such times in the year as it may be necessary which person or persons shall be licensed by the Justices in quarter Sessions - And that the said Town do strictly observe & obey this Order on the penalty in the Law in this behalf made and provided - And that the Clerk of this Court forthwith transmit an attested copy of this Order to the Select men of S^d Town of Deerfield - Copy made & transmitted accordingly.

196.

Ferry over
Chiquapee
River -
Ordered

Upon a motion made in Court that the Town of Springfield in this County may be enjoined to set up keep and maintain a constant ferry over Chiquapee River in said Town that persons travelling up and down the County Road leading from said Springfield to Hadley in said County may obtain a safe passage over the same and such a ferry being in the Judgment of this Court necessary. It hereupon ordered by the Court that the said Town of Springfield do by the Second Tuesday of February next set up such a ferry over said River to be kept in such place or places between Parsons' Grist-Mill there and the mouth of said River as the different State of the Water may from time to time render most necessary or convenient, also that the said Town shall by that time provide a suitable person or persons to keep & attend said ferry - which person or persons shall be licensed by the Justices in quarter Sessions and that the said Town do strictly observe and obey this Order on the penalty in the Law in this behalf made & provided and the Clerk of this Court is directed forthwith to transmit an attested copy hereof to the Select-Men of said Town of Springfield - Copy sent accordingly.

County
Tax and
Rate -

It is agreed and determined by the Justices of this Court that the Sum of Two hundred and forty nine pounds sixteen Shillings lawful money shall be raised upon the several Towns districts parishes and places that are taxed in this County for defraying the proper County Charges of said County that have arisen or may arise in the same, And that the said Town Districts Parishes and places taxed pay the following proportion thereof, being their respective Proportion as near as may be according to their Proportion of the Province Rate this year, viz that the Town of -

Pelham ----- £5ⁿ 3ⁿ 7ⁿ 3

Granville ----- 3ⁿ 9ⁿ 1ⁿ 2

Coldspring ----- 3ⁿ 9ⁿ 1ⁿ 2

Greenwich ----- 3ⁿ 17ⁿ 4ⁿ -

Blanford ----- 2ⁿ 3ⁿ 7ⁿ 1ⁿ

New Salem ----- 2ⁿ 9ⁿ 4ⁿ 1ⁿ

New Marlborough - 3ⁿ 14ⁿ 0ⁿ 2

N. One in the
line of Towns } - 2ⁿ 9ⁿ 4ⁿ 1ⁿ

Ware River ----- 2ⁿ 9ⁿ 4ⁿ 1ⁿ

Stockbridge ----- 4ⁿ 18ⁿ 9ⁿ 1ⁿ

Roadtown ----- 2ⁿ 1ⁿ 1ⁿ 2

Egremont ----- 2ⁿ 9ⁿ 4ⁿ 1ⁿ

Greenfield ----- 4ⁿ 0ⁿ 11ⁿ 3ⁿ

£249ⁿ 16ⁿ 0ⁿ 0ⁿ

Springfield pay the sum of £48ⁿ 1ⁿ 0ⁿ 2ⁿ

Northampton ----- 27ⁿ 7ⁿ 9ⁿ 1ⁿ

Hatfield ----- 14ⁿ 15ⁿ 9ⁿ 3ⁿ

Westfield ----- 19ⁿ 6ⁿ 8ⁿ 3ⁿ

Deerfield ----- 9ⁿ 18ⁿ 2ⁿ -

Sheffield ----- 21ⁿ 6ⁿ 7ⁿ 2ⁿ

Northfield ----- 5ⁿ 3ⁿ 3ⁿ

Hadley ----- 9ⁿ 6ⁿ 0ⁿ 1ⁿ

Amherst ----- 7ⁿ 4ⁿ 6ⁿ 2ⁿ

Sunderland ----- 4ⁿ 17ⁿ 10ⁿ 3ⁿ

Montague ----- 3ⁿ 11ⁿ 7ⁿ 2ⁿ

Brimfield ----- 16ⁿ 5ⁿ 0ⁿ -

Southampton ----- 4ⁿ 8ⁿ 8ⁿ 1ⁿ

South Hadley ----- 8ⁿ 17ⁿ 10ⁿ 3ⁿ

Palmer ----- 6ⁿ 1ⁿ 9ⁿ 1ⁿ

And also ordered that the Clerk of this Court should issue forth Warrants to the Select-men or Asepors of the several places above mentioned as the Law directs requiring them to asess the sum set upon their Town District parish or place respectively on the Inhabitants thereof each one his due & equal Proportion of the same according to the Rule for raising money for the province Charges and to cause the same to be collected and paid in to the County Treasurer of said County his Successor or Order by the thirty first Day of March next in manner as the Law directs - And Warrants to the Select-men or Asepors of the several places abovementioned requiring them to asess and cause to be levied collected and paid in to the County Treasurer & their respective Places proportion of said Tax according to Law, issued the 25. November 1760.

Ordered by this Court that the Remainder of the money due on the amount presented by Captain Joseph Root to this Court in their Session in May last which was then allowed but an Order for payment of part of the same viz the sum of fourteen pounds five shillings and three pence then suspended be now paid to the said Root out of the County Treasury of this County And that the Clerk of this Court transmit a Copy of this Order to the County Treasurer directing him to pay s^d Root the said sum out of said Treasury accordingly Copy was issued the 1st of Dec^r 1760

Ordered by this Court that the Sheriff and the Jurors who were pursuant to an Order of this Court in their Session here in February last And also in Obedience to another Order of the Court of quarter Sessions held at Springfield in August 1759 summoned to view the road laid out in November 1758 Which leads from Deerfield by the North End of Sugar Loaf mountain to Sunderland and enquire whether the Town of Deerfield is aggrieved by it and to enquire and determine what the Damage was which was done those across whose Lands said Road goes & be paid and satisfied out of the County Treasury of this County for the Services by them therein respectively performed the Sums set to their respective Names in the following Amount - viz That to -

W ^m Lyman a Juror - £0 ^l . 15 ^s . 0.	Oliver Partridge by Sheriff's p ^y £1 ^l . 11 ^s . 6.
James Porter d ^o - " 15 ^s . 0.	Samuel Bodman a Juror - " 15 ^s . 0.
Saul Alvord - d ^o - " 15 ^s . 0.	Moses Graves - d ^o - " 15 ^s . 0.
Sam ^l Clark d ^o - " 15 ^s . 0.	Elnathan Graves d ^o - " 15 ^s . 0.
Elisha Hubbard d ^o - " 15 ^s . 0.	Supply Kingsley d ^o - " 15 ^s . 0.
Samuel Partridge d ^o - " 15 ^s . 0.	Benjamin Alvord d ^o - " 15 ^s . 0.
Total amount £10 ^l . 11 ^s . 6.	Elisha Pomeroy - d ^o - " 15 ^s . 0.

And the Clerk of this Court is directed to transmit a Copy of this Amount and the Order thereon to the County Treasurer of said County accordingly - order is^d 29th Nov^r instant

Ordered by this Court that the several persons hereafter named Who are the Committee which by Appointment and order of the Court at a former Session laid out several Country Roads in the County be paid & satisfied out of the County Treasury of s^d County for their Service in laying out s^d Roads and making Return of the same & at the following Rates by the Day the several Sums annexed to their respective Names viz that Mr. Ebenezer Hitchcock be paid for 13 days Service at s^d Rate of 6^s. & Day £3^l. 18^s. 0. Luke Hitchcock the 2^d d^o d^o 3^l. 18^s. 0. Benj^a Leonard d^o d^o 3^l. 18^s. 0. Timothy Hopkins d^o d^o 3^l. 18^s. 0. May^r Benj^a Day for 12 days Service & 8^s. 18^s. & 6^s. - 102/- } 6^l. 12^s. 0 and for making the Return of s^d Ways - 30/- } £22^l. 4^s. 0.

Also ordered that the Clerk of this Court transmit a Copy hereof to the County Treasurer of s^d County accordingly Copy is^d 1st Dec^r 1760

Ordered by this Court that the several persons who have served the County as Grand-Jury men the year preceeding [inclusive of the present term] and those Who have served as Attendants on the Grand Jury at s^d several Sessions be paid and satisfied the Sum due to them respectively for their s^d Services out of the County Treasury of the County and that the Clerk of this Court call the Auditors and transmit the same with a Copy hereof to the County Treasurer accordingly Copy made 2^d Dec^r 1760

197- Oliver Partridge of Hatfield Esq now presents his Account to the Court
Order on for Services which he has done for the County as Sheriff of the same the
Account preceding year amounting in the whole to the Sum of nine pounds
eleven Shillings and ten pence praying the same may be allowed &c.
And the Court allow the said Account & Order that the County Treasurer
of this County be directed to pay the said Sum to the s^d Oliver for his
said Services out of the County Treasury as soon as may be and that
the Clerk of this Court transmit a copy hereof accordingly —

Order on Seth Field Esq presented his Account to this Court of Work done in
Field Esq repairing the Road between Northfield and Miller's River the last
Aut^h - Summet amounting to twenty Seven Shillings praying the same
may be allow^d and made payable to the s^d Field - And the s^d Account
is allowed - And It's ordered by the Court that the s^d Sum of twenty seven
Shillings be paid to the s^d Field out of the County Treasury of this
County and that a copy hereof be transmitted to the County Treas^r
by the Clerk of this Court accordingly —

Hawley Joseph Hawley Esq and Timothy Dwight jun^r Esq the Committee
Esq appointed to make the necessary Repair of the Town House in this
Account Town of Northampton now present their Account of the Charge of
Order - effecting the said Repair amounting to the Sum of twenty Seven
Shillings and ten pence ³/₄ of a penny for allowance &c and the s^d
Account is allowed - & Ordered by the Court that the said Sum be paid
to the s^d Hawley Esq out of the County Treasury of this County and
that a copy hereof be transmitted by the Clerk of this Court to s^d County
Treasurer accordingly —

St. Scott's William Scott jun^r Gent one of the Committee appointed to make
Account some Repairs of the Bridge over Chiquapee River near his house
& Order in Palmer now presents an Account of the Charge of effecting the
Repair ordered to be made amounting in the whole to fifty two
pounds two pence half penny lawful money praying the same
may be allowed and ordered to be paid to him &c And the said
Account is allowed - And Ordered by the Court that the s^d Sum
be paid to the said Scott out of the County Treasury of this
County as soon as may be and that a copy hereof be trans-
mitted to the County Treasurer by the Clerk accordingly —

Westfield Pursuant to a Warrant under the Hands of the Select-men of the Town of
Castion Westfield bearing date the eleventh of September last Joel Strong &
Sarah Strong his wife and Sarah Strong Mirany Strong Elisabeth Strong
and Joel Strong Israel Loveman and Dinah Loveman his Wife Naomi
Loveman Dinah Loveman Who came last from Glastenbury also
John Keney and his Wife Susanna Keney and their children Samuel
Phelps Susanna Phelps Mary Phelps who came last from Blanford
& Thomas Reed who came last from Blanford & Benjamin Stevens
Who came last from - John Carly Who came last from Anna-
Fordicks who came last from Boston and Anna Olds Who came last
from Sheffield on the Tenth Day of October last were all warned
forthwith to depart and leave the Town of Westfield by Aaron
Dowey Constable of Westfield as s^d Warrant & Return on file &c

Pursuant to a Warrant under the Hands of the Select-men of the Town of Westfield bearing Date the Tenth Day of October last James Welch who came last from Blanford on the same Day was warned forthwith to Depart and leave said Town of Westfield by Martin Root Constable of Westfield as by the Warrant and Return on file appears —

Westfield
Caution

Pursuant to a Warrant under the Hands of the Select-men of the District of Amherst bearing Date the 23^d Day of October last Mary Goodman an Intruder there and Who had resided in the said District ever since the first Day of March last on the 27th day of the same October was warned forthwith to leave the said District by Alexander Smith Constable of Amherst as by Warrant & Return on file appears —

Amherst
Caution

Pursuant to a Warrant under the Hands of the Select-men of the District of Montague bearing Date the 3^d Day of October last Ephraim Marsh and his Wife Sarah Marsh and their Son Noah Marsh and their Daughters viz Hulda & Sarah and Martha and Mary and Miriam Marsh who came there from Ware River about the Month of December 1759. on the Sixth of the same October were warned to depart said District by Ebenezer Billing Constable for Montague as by the said Warrant and Return on file may be seen —

Montague
Caution

Upon the Motion of Major Hawley that a new Committee might be appointed in the Room of the Committee appointed at the last Court to view and lay out a high Way from the Meeting House in Northampton to the Center of the New Plantation called New Hingham. the Court determined that such new Committee be appointed. & It is Ordered that Mess^{rs} David Smith Samuel Gaylord Eleazer Nash Oliver Warner & John Eastman be the Committee to do the said Service and that they in all things conform themselves to the former Order of the Court respecting the said Way and make Return to^o and that the Clerk of this Court make his Warrant to the abovenamed Committee accordingly.

New form
Committee
for New
Hingham
Road

We the Subscribers being appointed by his Majesty's Court of General Sessions of the Peace begun and held at Springfield in and for the County of Hampshire on the third Tuesday of May Anno Dom 1759. to lay out a Country Road from the Country Road in Hamapogue Street in Springfield across the Hill to the Country Road in Chiquapee Also a Country Road or High Way from the easterly bounds of the Township of Westfield at the place there where the Road now travelled from Springfield to Westfield enter the said Township of Westfield thro' the Town Street in said Westfield to the place where the Sheriff and Jury who not long since laid out a Country Road from said Westfield to Sheffield began to lay out the Road last mentioned Agreeable to the Order of the aforesaid Court we have laid out the above mentioned High Way as followeth (Viz) Beginning said Road at the Monument between Springfield and Westfield and Westfield on the Top of the River bank about a Rod Southwest of the Road now travelled in from Springfield to Westfield and run from said Monument West eighteen Degrees North seven Rods then West thirty five Degrees and thirty minutes North twelve Rods then North thirty eight Degrees West five Rods then North nineteen Degrees West nine Rods then North forty Degrees and thirty Minutes West four Rods then west thirty Seven Degrees North ten Rods then West twenty four Degrees North by Stephen Noble's Fence forty two Rods then North forty two Degrees West

High Way
from the
bounds of
Springfield
through
Westfield
Street

198 - Eighteen Rods then West two Degrees North twelve Rods then West twenty one
 (Continued) Degrees North four Rods then West forty three Degrees North four Rods then north
 thirty one Degrees West twelve Rods then West forty one Degrees North eighteen
 Rods and a half to a black Oak tree at the End of Stephen Nobles Barn then
 North forty Degrees West eight Rods and a half to a black oak in the fence
 then North thirty four Degrees West eight Rods then West forty four degrees
 and thirty minutes North eight Rods then West thirty five Degrees north
 thirteen Rods and a half to the East Side a maple Saddle then North
 forty three Degrees West thirty two Rods and a half to an Elm Tree by the
 Brooks at the Field Gate then West thirty Seven Degrees North eight Rods &
 a half to a butternut Tree in the fence then West thirty Six Degrees North
 twelve Rods then West six Degrees South ten Rods and a half on a Ditch -
 then West twenty Degrees South five Rods then West thirty three Degrees
 South six Rods to an Oak mark then West forty two Degrees South nine
 Rods to a White Oak then South thirty eight Degrees West four Rods &
 a half to a great White Oak Tree then West thirty eight Degrees South
 eight Rods and a half to a black oak Tree on the Ditch then West twenty
 three Degrees South four Rods then West three Degrees North five Rods
 to a Cherry Tree then West twenty three degrees North six Rods then West
 thirty six Degrees and thirty Minutes North seven Rods to an Elm
 then West thirty four Degrees North eight Rods and a half then West
 forty two Degrees North ten Rods then North forty one Degrees & thirty
 Minutes West six Rods and a half near a Elm then North twenty three
 Degrees West six Rods then North three Degrees West fourteen Rods to a
 black Oak then North seven Degrees West eight Rods and a half then
 North thirty nine Degrees West ten Rods then West Seventeen Degrees -
 North six Rods and a half to a small Poplar on the Ditch - The aforesaid
 Width } High Way to be four Rods wide from where We began to this place to lie
 the Northeastly Side of the Line described - then we continued the Line
 Width } and the Road to be but two Rod wide until it comes to the River and so
 on through Westfield Meadow to six Rods South of Little Bridge and to
 be on the Northeastly Side of the Line and mark Trees and Stakes as
 before - Then from the Poplar before mentioned We run West twenty one
 Degrees and thirty minutes South seven Rods and a half to a great Oaks
 Tree in the Ditch then West twenty four Degrees and thirty minutes South
 five Rods to a small Elm then West four Degrees North two Rods and a half
 then West thirty four Degrees North seven Rods then West one Degree &
 thirty minutes North seven Rods and a half Elm thot then West thirty
 one Degrees North sixteen Rods then West twenty nine Degrees North
 sixteen Rods to a Stake then West twenty Degrees and thirty minutes N.
 thirty Rods Stake then West nineteen Degrees South to an Elm Stub and
 so to the River five Rods then to pass over the River to the point of the
 banks the South Side where the Path goes out of River at a Stake in
 the Corner of the Lot belonging to the Heirs of Captain Jonathan Ingersoll
 deceased & Run West fourteen Degrees North fourteen Rods to a Stake mky
 between the Two paths then North forty five Degrees West fourteen Rods
 to the Corner of the Lot belonging to the aforesaid Heirs then West five
 Degrees South six Rods then West ten Degrees South seventeen Rods then
 West Eighteen Degrees North thirty four Rods and a half to the Westerly corner
 of the Lot belonging to the aforesaid Heirs then West twenty six Degrees
 North twenty Rods then West twelve Degrees North seventeen Rods & 1/2 to a
 Stake 4ⁿ

then West thirty three Degrees North to an Apple Tree in Esq Taylor's Lot & so on to two White Oaks in Insign Matthew Noble's fence eighty three Rods & a quarter then West twenty one Degrees North ten Rods then West twenty Degrees North six Rods to the Bridge then West twenty three Degrees North twenty six Rods and from six Rods the South Side the Bridge on the Little River to the End of the last mentioned twenty six Rods crossing the River we lay the Road four Rods wide from there two Rods wide to the Town Street from the last mentioned twenty six Rods we Run west forty Degrees North four Rods to the corner of Abraham Fowler's Lot then then West thirty five Degrees North fourteen Rods to the Town Street to Stake and Stones near the Corner of Fowler's Lot Southwest of the Gate. And from here at the field fence we have laid the High Way four Rods wide to the place we ended said Road continued from the Stake and Stones at the Gate west thirty nine Degrees North four Rods then North thirty five Degrees and thirty Minutes East five Rods and a half to the Course of the main Street then West thirty three Degrees North twelve Rods and three quarters to the Northeastly Corner of Daniel Fowler's barn and so on the same point fifty six Rods then West thirty two Degrees North twenty one Rods to the Northeast Corner of Mr David Moseley Junior's old Barn then West sixteen Degrees North six Rods and a half then West ten Degrees North thirty two Rods then West twenty two Degrees North eight Rods then West twenty three Degrees North eighteen Rods and a half to the Northerly Corner of Thomas Noble's Kitchen then West thirty five degrees North ten Rods then North forty three Degrees west four Rods then West thirty Seven degrees and thirty minutes North twenty eight Rods then West nineteen Degrees North fifty one Rods to the Common before Capt. Clap's House then West forty five Degrees South twenty seven Rods to near the Corner of John Kellogg's Lot then West ten Degrees and thirty minutes North eighty one Rods then west one Degree and thirty minutes North seven Rods then West nine Degrees South sixty seven Rods to Stake on the Top of the Hill then west five Degrees North fifty four Rods to a button Tree mark then West twenty three Degrees North six Rods then West twenty Degrees North twenty Rods then West eighteen Degrees North eight Rods then West fourteen Degrees North fifty Rods to heap of Stones then West thirty five Degrees North and thirty minutes thirty two Rods then West nine Degrees North twenty seven Rods then West twenty nine Degrees and thirty minutes North thirty six Rods then North thirty nine Degrees West forty eight Rods then West thirty nine Degrees North fifty nine Rods then West thirty Seven Degrees North fifty three Rods then West twenty six Degrees North twenty three Rods then North thirty Degrees West fifty five Rods then West thirty six Degrees North nineteen Rods then West twenty five Degrees and thirty minutes North twenty six Rods and a half then West nineteen Degrees North twenty one Rods and a half then west eighteen Degrees North forty five Rods then West five Degrees North eleven Rods then West twenty five Degrees and thirty minutes North forty seven Rods then West twenty three Degrees North thirty Rods then west fourteen Degrees and thirty minutes North twenty Rods and a half then West twenty Two Degrees North sixteen Rods then West thirty three degrees North forty three Rods then West forty two Degrees North ninety three Rods then West forty four Degrees North sixteen Rods then West forty one degrees North fourteen Rods then West forty three Degrees North thirty one Rods then West twenty Degrees North eleven Rods then West five Degrees North

Continued
Width
Width
F
F
7
Eleven

(Continued) Eleven Rods then West Six Degrees South twenty Rods then West twenty three Degrees North forty Rods then West ten Degrees North Seventeen Rods then West two Degrees North twelve Rods then West forty two Degrees and thirty minutes North fourteen Rods then West thirty deg^s and thirty minutes North sixteen Rods to a large Chestnut Stub ag^t Staunton's Horse House then West twenty four Degrees and thirty minit^s North twenty Seven Rods to a Stub in Mr. Staunton's Field the place by Report that the Sheriff and Jury appointed by the Court began to lay the Country Road to Sheffield. We have marked Trees or Staddles or set up Stakes at the End of every point of compass on the southerly or Southwesterly Side of the aforedescribed Road with the Letter H.

High Way
from
Karnapogue
to
Chiquapee

The other High Way before mentioned from Karnapogue to Chiquapee We laid out as followeth beginning at the Country Road the West Side of s^d Road by the Northeast corner of John Carew's Lot and measured South four Deg^s West four Rods then South twenty Seven Degrees West four Rods and a half then South thirty Degrees West three Rods and a half then South twelve Degrees and thirty minutes West two Rods then South two Deg^s East four Rods and a half then South Seven Degrees and thirty minutes East Six Rods then South one Degree East nine Rods and a half then South fifteen Degrees and thirty minutes East Seventeen Rods & a half then South thirty two Degrees East Seven Rods then South Seven Deg^s and thirty Minutes East eight Rods to Benj^l Stebbins's Fence at the foot of the Dingle into the Road leading through Karnapogue this last

Width High Way is to be four Rods Wide and is marked on the Westerly Side of said four Rods. In laying out the Road through Westfield above described We were obliged for greater Convenience of the Publick to cross sundry Men's Lands, and we determine the Damage done to each man is as followeth - To the Heirs of Capt. Jon^l Ingersoll Dec^d - - - \$1^u 5^u 0.
To Abraham Fowler - - - \$1^u 6^u 0. To Ensign John Ingersoll - - - 5^u 10^u 0.
To Daniel Fowler - - - 1^u 12^u 0. To Joseph Ashley - - - 1^u 0^u 6.
To Eldad Taylor Esq^r - - - 2^u 5^u 3. To Lieut. Moses Dewey - - - " 16^u 0.
To J^r Heirs of Benj^l Noble dec^d 1^u 5^u 0. To Israel Dewey - - - " 12^u 6.
To Ensign Matthew Noble - - - 4^u 0. To Ashbel Dewey - - - " 12^u 6.
To Aaron Dewey - - - " 13^u 6. To Joseph Ashley - - - 1^u 4^u -
To Aaron King - - - 1^u 4^u -

The abovesaid High Ways were surveyed and laid out by us April 7th 1760 - Whereunto We have set our Hands and Seals - Ebenezer Hitchcock Seal
Luke Hitchcock 2^d Seal
Benjamin Day & Seal
John Hopkinn and Seal

The foregoing Return was first made at the last Court and then read and at the Request of Eldad Taylor Esq^r recommended to the Committee for their further Examination of part of the Way in Westfield Meadow & in Westfield Street. & the same having been examined anew and altered as it now stands on Record is by this Court accepted and the Ways above described are allowed & It ordered by the Court that they be recorded in the Records of this Court and after known for publick High Ways -

And the foregoing Estimate of Damages is allowed - And Ordered by the Court that the Town of Westfield make the several Persons named and mentioned in s^d Estimate Reasonable Satisfaction for the Damages they have sustained by the laying said Way according to the above^d Estimation thereof

The foregoing judgments and Orders were made and entered up by Order of Court

Att^y W. Williams Clerk.

February
May -
Inf. Court
1761

At his Majesty's Inferior Court of Common Pleas begun and
held at Springfield within and for the County of Hampshire
(by Adjournment from the Second Tuesday of February last
and at the lawful stated Term Time) on the Third Tuesday
of May being the 19th Day of 5th Month Anno Domini 1761.

Justices of
said Court present
viz Joseph Dwight
Israel Williams
Josiah Dwight
Tim^r Dwight Jun^r

N. B. It was expressly agreed by all the
Gentlemen at the bar that the Jurors returned
for the several Courts might indiscriminately
try the cases to be tried, whether commenced
for this or the former Term and that no ad-
vantage should be taken on this account -

Accordingly, one Jury only is impannelled -
viz of those
returned for
February -

of those
returned for
this Term -

Benja^a Alvord foreman
Elias Shelden
David Wait
Samuel Wells
Samuel Palmer
Moses Leonard
Joseph Parson
Phineas Frary
Joseph Dewey
Jonah Stiles
George Shaw
Freeborn Moulton

Lomise
or
Curtis - Amos Lomise of Southampton in the County of Hampshire yeoman
and Esther Curtis of Northampton in the same County widow & Spinster
plt^r vs Henry Curtis of Coventry in the County of Warwick yeoman
def^t in a plea of Debt &c At the motion of the def^t this Action is further
continued to the next Term of this Court &c

Smith
or
Trost^r Sarah Smith of Springfield in the County of Hampshire Widow & Spin-
ster who was the Wife of Benja^a Smith late of said Springfield yeoman
deceased plt^r vs Joseph Frost of Brimfield in the same County Husband
man who was vouched by one Royer Cooley to defend him and warrant
to him to return Lard^r ag^t y^e Demand of the plt^r &c And now the said
Sarah being three times called was Nonsumit and the def^t defaulted.

Catlin
Mitchel
Adm^r John Catlin of Deerfield in the County of Hampshire yeoman plt^r vs.
Joel Mitchel of Wetherfield in the County of Hartford & yeoman and
Administrator on the Estate of Michael Mitchel lately of Deerfield
aforesaid yeoman dec^d intestate def^t in a plea of the Case &c And the plt^r
now comes and says that he will no further prosecute his Action ag^t y^e
Def^t in this Court, because the def^t has represented the Estate of his
Intestate Involvent to the Judge of Probate of Wills for the 1st County of
Hampshire since August term last and said Judge has appointed
Commissioners to receive and determine the Claims of the several
Creditors to the said Estate - and the Action is dismissed accordingly

Abraham Tonda of Claverack in the County of Albany & Merchant p^lt. vs Daniel Phelps of Sheffield in the County of Hampshire Yeoman de^{ft}. in a plea of the Case &c and now the p^lt being three times solemnly called to come into Court is Nonsuit and the De^{ft} defaulted. { Tonda or Phelps.

James Watson of Westfield in the County of Hampshire Yeoman p^lt. vs Ezekiel Noble ^{late} of the same place fordwainer de^{ft}. in a plea of the Case &c And now the p^lt being three times solemnly called to come into Court did not come but was Nonsuit and the De^{ft} defaulted. { Watson or Noble

Hannah Ashley of Springfield in the County of Hampshire ^{gentlewoman} who was the wife of John Ashley late of Westfield in s^d County Esq^r de^{ft}. p^lt vs David Morely of s^d Westfield Esq^r de^{ft}. demanding her Dower &c as by the Records of this Court of August Term last appears. And now the de^{ft} tho' three times solemnly called to come into Court does not come but makes Default. It's therefore considered by the Court that the said Hannah recover against the said David her Dower in the Two Tracts of Land described in her Writ with the Appurtenances and cost of this suit tax at Two pounds Six Shillings and a penny lawful money and y^t a Writ of Seisin issue accordingly. { Hannah Ashley or Morely Esq

Hannah Ashley last abovenamed who was the wife of John Ashley de^{ft}. p^lt vs Matthew Noble of Westfield aforesaid gent^l de^{ft}. demanding her Dower &c as by the Records of this Court of August Term last fully appears and Now the said Matthew tho' three times solemnly called to come into Court doth not appear but makes Default. It's therefore considered by the Court that the said Hannah recover against the said Matthew her Dower in the parcel of Land described in the Writ with y^e Appurtenances and cost of Court tax at Two pounds Six Shillings and one Penny lawful money & that a Writ of Seisin be awarded accordingly. { Same or Noble

Hannah Ashley abovenamed Gent^l de^{ft}. p^lt vs John Morely of West^l. aforesaid Gent^l de^{ft}. demanding her Dower &c as appear at large on the Records of the Court at August Term last. And now the s^d John tho' three times solemnly called to come into Court doth not come but Makes Default of Appearance. It's therefore considered by the Court that the said Hannah recover against the said John her Dower in the parcel of Land described on Record with the Appurtenances & cost of this Suit being Two pounds Six Shillings and three pence and that a Writ of Seisin be awarded accordingly. { Same or John Morely

Hannah Ashley abovenamed Gentlewoman p^lt vs Dan^l Morely of Westfield aforesaid yeoman de^{ft}. demanding her Dower &c as by the Records of the Court at August Term last fully appears. And now the said Daniel being three times publicly called to come into Court doth not appear but makes Default. It's therefore considered by the Court that the said Hannah recover against the said Daniel her Dower in the parcel of Land described on Record with the Appurtenances and cost of this Suit tax at Two pounds Six Shillings and five pence lawful money And that a Writ of Seisin be awarded accordingly. { Same or Dan^l Morely

Shipman
or
Allen

Samuel Shipman of Hebron in the County of Hartford Colony of Connecticut in New-England Physician plt vs Moses Allen a Transient Person now Resident at Cranville in the County of Hampshire yeoman deft in a plea of the case & (as by the Record of the Court at the last November Term fully appears) — & now the plt by Joseph Hawley Esq his Att^r and the deft by John Worthington Esq his Att^r appear — And the deft by his Att^r defends and pleads to abate the plt's Writ as appears at Large on the Writ — Which plea of the deft being fully known & considered by the Court is adjudged insufficient and the Writ does not abate — Saving which the said Moses says that He never promised in manner and form as the plt in his Declaration has alledged and thereof puts Himself on the Country — And the plt likewise — In this case the Evidence being produced in Court and the parties fully heard thereon — the case is committed to the Jury Mr Benjamin Alvord foreman and Fellows Who Return their Verdict on Oath that they find for the plt. twenty three pounds one Shilling and three pence Damages and cost of Court — Its therefore considered by the Court that the said Samuel recover against the said Moses twenty three pounds one Shilling and three pence lawful money Damages and cost of this Suit tax at five pounds ten Shillings and one penny — The s^d Moses by his s^d Att^r appeals from the judgment of this Court to the Superior Court of Judicature & to be holden at Springfield in and for s^d County of Hampshire on the fourth Tuesday of Sept^r next Who recognizes with Sureties as the Law directs for the App^t prosecuting the Appeal with Effect there as by s^d Recogn^{on} on file appears

Gager
or
Mattoon

Samuel Gager of Norwich in the County of New-London and Colony of Connecticut yeoman plt vs Ebenezer Mattoon of Amherst in the County of Hampshire Husbandman deft in a plea that he render to the plt. eight pounds & (this case was heard at the last Term and continued for Advise ment and) Now upon the Charnery of the bond declared on — Its considered by the Court that the said Samuel recover against the said Ebenezer two pence Lawful money Debt and that both parties go without cost — The plt. by John Worthington Esq his Att^r appeals from the judgment of this Court to the Superior Court of Judicature & to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next Who recognizes with Sureties as the Law directs for the Appellants prosecuting his Appeal with Effect there as by said Recognizance on file appears.

Goodrich
or
Dewey

Charles Goodrich of a New-Plantation called Poottoofuck in the County of Hampshire yeoman plt. vs Israel Dewey of Sheffield in s^d County yeoman deft in a plea of the case & The parties now appear and enter into a Rule of Court to refer this case to the final judgment and Determination of the following Gentlemen or any two of them viz Joseph Dwight of Sheffield Esq W^m Williams of Poottoofuck Esq and Timothy Woodbridge of Northbridge Esq Who are to hear the parties Consider the Case and make Report to the next Inferior Court of Common pleas to be held at Springfield in and for the County of Hampshire on the last Tuesday of August next and the Action is continued in the mean Time

Moses Graves of Hatfield in the County of Hampshire Gent^l plt. vs Samuel Huggins of Sheffield in the same County yeoman def^t. in a plea of the Case for that the def^t at said Northampton on the ninth Day of June A^d Dom^o 1760 by his Note of that Date for Value rec^d promised the plt to pay him nine pounds fifteen Shillings and three pence lawful money on Demand with lawful Interest for the same till paid yet said Samuel tho' often thereto requested has never paid the same but unjustly neglects to do it to the Damage of s^r Moses as he says Twelve pounds - The plt. appears - the def^t tho' three times solemnly called to come into Court does not come but makes Default of Appearance - It's therefore Considered by the Court that the said Moses recover against the said Samuel ten pounds five Shillings and eleven pence lawful money Damages and Cost of Court taxed at Two pounds four Shillings and one penny - After all which the Def^t. comes by Cornelius Jones gent. his Att.^r and appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next who recognizes with Sureties as the Law directs for the said Samuel's prosecuting his Appeal with Effect as by s^r Newg^{en} in file appears.

Moses Graves of Hatfield in the County of Hampshire Gent. plt. vs Samuel Taylor of Northfield in the same County gent. def^t in a plea of the Case for recovering five pounds 10s. for sundry Articles of book amount & as by the Writ on file bearing Date the twentieth Day of January last is set forth - the plt. appears - The Def^t. tho' three times solemnly called to come into Court does not appear but makes Default - It's therefore Considered by the Court that the said Moses recover against the said Samuel five pounds ten Shillings and a penny lawful money Damages and Cost of Court taxed at Two pounds one Shilling and three pence.

Moses Graves of Hatfield in the County of Hampshire gent. plt. vs Robert King of Pelham in the same County yeoman def^t. in a plea of the Case for that s^r Robert at s^r Hatfield by his note on the Tenth of March 1759 for Value rec^d promised s^r Moses to pay him Eight pounds 18/8 on Demand with use but has not & as by the plt's Writ bearing Date the 20th of January last appears - the plt. appears - The Def^t tho' three times solemnly called to come into Court does not come but makes Default of Appearance - It is therefore Considered by the Court that the said Moses recover against the said Robert five pounds Eighteen Shillings and one penny half penny lawful money Damages and Cost of Court taxed at one pound 18/11.
Excedn is^d June 20th 1761 -

Moses Graves of Hatfield in the County of Hampshire gent. plt. vs Preserved Clap of Westfield in the same County yeoman def^t. demanding three pounds 12/9 with use which the def^t promised him by his Note on the 10th day of June last on Demand - the plt. appears - The Def^t tho' three times publicly called to come into Court does not appear but makes Default. It's therefore Considered by the Court that the said Moses recover against the said Preserved three pounds sixteen Shillings and eleven pence lawful money Damages and Cost of Court taxed at one pound seventeen Shillings and three pence like money
Excedn is^d 11th June 1761 -

202. Oliver Graves of Hatfield in the County of Hampshire yeoman p^lt. vs
Graves } Samuel Warner of a new Plantation called Poontoojuck in the S^d
Warner } County of Hampshire yeoman de^ft in a plea of the Case for that the
de^ft by his note for value rec^d. on the first of April 1748 abt^{ly} Hatfield promis-
ed p^lt. to pay him by the 15th of May then next twenty two pounds old tenor
bills of Credit which the p^lt says is worth 58/8 mony with use &c as by q^d
Writ on file appears - the p^lt appears - The de^ft. tho' three times solemnly
called to come into Court does not come but makes Default of Appearance.
It's therefore Considered by the Court that the said Oliver recover against
the said Samuel three pounds nineteen Shillings and three pence lawful
mony Damages and Cost of Court taxed at two pounds one Shilling & 10^p
Exⁿ is. 4th 8th July 1761

Barnall } Charles Barrall of Canaan in Litchfield County and Colony of Connec-
Barnes } ticut Gent. p^lt vs James Barnes of Sheffield in the County of Hamp-
shire yeoman de^ft. in a plea of the Case demanding on the De^ft's note
of the 18th of February 1760 Seven pounds 10^p with the Interest thereof
as by the Writ bearing Date the 21st Day of January last is set forth
at Large - the p^lt. appears - The de^ft. tho' three times solemnly called to
come into Court does not appear but makes Default - It's therefore
Considered by the Court that the said Charles recover against the s^d James
Eight pounds two Shillings and three pence lawful mony Damages and
Cost of Court taxed at two pounds fourteen Shillings and nine pence.
Exⁿ is. 20th August 1761 at q^d dep^t of y^e C^o at

Herock } Ezra Herock of Sheffield in the County of Hampshire Trader p^lt. vs Elijah
Winchel } Winchel of Egremont in the same County Husbandman de^ft in a plea
of the Case demanding ag^t the de^ft Seven pounds & three pence for sundry
goods Wares and Merchandizes which he bought and received of the p^lt.
as & the Writ on file appears at Large. The p^lt appears - the De^ft. tho'
three times solemnly called to come into Court does not appear but
makes Default. It's therefore Considered by the Court that the s^d Ezra
recover ag^t the s^d Elijah Seven pounds and three pence lawful mony Dam.
and Cost of Court taxed at two pounds ten Shillings and one penny -
Exⁿ is. 4th Sept. 11th 1761 at q^d dep^t of y^e C^o at

Warner } Jonathan Warner of Hadley in the County of Hampshire Trader p^lt. vs
Killam } Charles Killam late of Ware River Parish so called in the same County
Mason De^ft in a plea of the Case for that the de^ft at said Hadley on the
eighth day of February last past being justly indebted to the p^lt the Sum
of three pound 2/8^p lawful mony for sundry articles of merchandize accord-
ing to the p^lt's Account annexed to the Writ promised the p^lt to pay
him the same on Demand Also for that the de^ft at said Hadley on the
25th of August last past by his note of that date for value received
promised the p^lt. to pay him the Sum of one pound 19/10. lawful
mony on Demand with Interest till paid yet the de^ft tho' often
requested by the p^lt. hath not performed his s^d promises or either of
them but unjustly neglects to do it to the p^lt. Damage Seven pounds
The p^lt. appears - The de^ft. tho' three times solemnly called to come into Court
doth not come but makes Default of Appearance - It's therefore
Considered by the Court that the said Jonathan recover against
the said Charles five pound four Shillings and five pence half
penny lawful mony Damages and Cost of Court taxed at one
pound sixteen Shillings and three pence - After all which the
de^ft by David Puleypher his Att^r comes into Court and appeals
from

from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next and recognizes with Sureties as the Law directs to prosecute his appeal with Effect as by s. Henry on file appears

Daniel Bull of Hartford in the County of Hartford and Colony of Connecticut Gent. plt vs Isaac Andrus of Sheffield in the County of Hampshire yeoman deft in a plea of the Case demanding Seven pounds 1/8 to be the same accounts for sundry goods & according to the ault annexed to the Writ one file - The plt appears - The Deft tho' three times solemnly called to come into Court does not appear but makes Default -

It's therefore Considered by the Court that the said Daniel recover against the said Isaac Seven pounds one Shilling and eight pence lawful money Damages and Cost of Court taxed at two pounds four Shillings nine pence.

Daniel Bull of Hartford in the County of Hartford and Colony of Connecticut Gent. plt. vs Isaac Andrus of Sheffield in the County of Hampshire yeoman deft. in a plea of the Case demanding thirty five pounds 14/10 on the deft's Note of the 28th of Oct^r 1759 with use as by the Writ on file fully appears - the Plt appears - the Deft tho' three times solemnly called to come into Court doth not appear but makes Default - It's therefore Considered by the Court that the said Daniel recover against the said Isaac Thirty Seven pounds and two pence lawful money Damages but no Cost the plt. agreeing to go without Cost in this case. Ex^{co} is. 11th Sept. 1761 at q. Dep^o of q. C^o d^o att^r.

Daniel Bull of Hartford in the County of Hartford & Colony of Connecticut Gent. plt. vs Isaac Andrus of Sheffield in the County of Hampshire yeoman deft. in a plea of the Case demanding thirty five pounds on the Deft's Note of the 28th of Oct^r 1759. with use, as is at large set forth in the Writ on file - The plt. appears - the Deft tho' three times solemnly called to come into Court doth not come but makes Default - It's therefore Considered by the Court that the said Daniel recover against the said Isaac thirty Seven pounds Six Shillings and one penny lawful money Damages but no Cost the plt. here in Court agreeing to take none in this case. Ex^{co} is. 11th Sept. 1761 at q. Dep^o of q. C^o d^o att^r.

Nathaniel Downing of Sheffield in the County of Hampshire Physician plt. vs Isaac Andrus of the same Sheffield yeoman deft in a plea of the Case - demanding twenty pounds with the Interest due on the deft's note of the fourth of July last - as by the writ on file fully appears - The plt appears - the Deft tho' three times solemnly called to come into Court does not come but makes Default - It's therefore Considered by the Court the said Nathaniel recover ag^t the said Isaac Fifteen pounds nineteen Shillings and a penny lawful money Damages & Cost of Court taxed at two pounds ten Shillings & a penny. Downing or Andrus

Ranna Copit of Symsbury in the County of Hartford and Colony of Connecticut in New England yeoman plt vs Philip Gop of a plantation called N. four in the County of Hampshire Husband^r deft in a plea of the Case demanding ag^t the Deft three pounds 8/9 on the deft's note of the 17th of Oct^r 1758 with use as is fully set forth in the Writ on file - the plt. appears. The Deft being three times called to come into Court makes Default of Appearance - It's therefore Considered by the Court that the said Ranna recover ag^t the s. Philip the Sum of three pounds 19/6 lawful money Damages and Cost of Court taxed at one pound Eighteen Shillings & five pence -

Ex^{co} is. 24th June 1761.

203.
 Mills
 or
 Meeker } Ebenezer Mills of Simsbury in the County of Hartford & Colony of Connecticut
 in New England Gent. and Shopkeeper plt. vs Benjamin Meeker of a plan-
 tation called N^o three in the County of Hampshire yeoman deft in a
 plea of the Case for that the deft on the 10th June 1757. at a place called
 Simsbury in Springfield aforesaid by his note for value rec^d. promised
 the plt. to pay him twenty eight pounds 10^s. lawful money at or before
 the first of April then next with lawful interest thenfor till paid
 yet tho' often requested the deft hath not performed his s^d. promise but
 unjustly neglects to do it to the plt. Damages Seventeen pounds -
 The plt. appears. the Deft. being three times publicly called to come
 into Court makes Default of Appearance - It's therefore Considered
 by the Court that the said Ebenezer recover ag^t the said Benjamin y^e
 Sum of Twelve pounds 7^s 9^d. lawful money Damages & Cost of Court -
 taxed at one pound sixteen Shillings and one penny - After all which
 the deft by Cornelius Jones gent. his Att^y. comes and appeals from
 the Judgment of this Court to the Superior Court of Judicature &c to be
 holden at Springfield within and for the County of Hampshire on
 the fourth Tuesday of September next Who recognizes with Sureties
 as the Law directs for the Appellant's prosecuting his Appeal with
 Effect as by said Recognizance on file appears

Murphy
 or
 Bolton } Daniel Murphy of Blanford in the County of Hampshire yeoman plt vs
 John Bolton of a place called the Country Land Westward of Northamp-
 ton and Northward of Blanford in s^d. County yeoman deft. in a plea of
 the Case for that whereas the Deft on the first Day of January last at
 Northampton aforesaid being indebted to the plt in the Sum of Six
 pounds 17^s 4^d lawful money for the merchandizes mentioned the Account
 annexed to the Writ sold and delivered to the deft partly and partly to
 one John Love by the plt. at the Deft's Request there, the deft then & there
 promised the plt. (in consideration thereof) to pay said Sum to the plt.
 on Demand yet the Deft. tho' often thereto requested hath not paid the
 same to the plt. or any part thereof but unjustly Denys to do it to y^e.
 Damages of the s^d. Daniel Ten pounds - the parties appear - And the
 deft. defends and pleads that he owes the plt. Nothing in manner and
 form as the plt. in his Declaration has alledged and thereof puts -
 Himself on the Country - And the plt. likewise - In this Case the Evidence
 being produced and the parties fully heard thereon the Case is Committed
 to the Jury Mr. Benjamin Alvord foreman and fellows Who return
 their Verdict ^{therein} that is they on their Oath say they find for the plt. one
 pound nineteen Shillings and five pence Damages and Cost of Court.
 It's therefore Considered by the Court that the said Daniel recover ag^t
 the said John one pound nineteen Shillings and five pence lawful
 money Dam^s and Cost of Court taxed at three pounds thirteen Skill^s & eight pence

Warner
 or
 Young } Jonathan Warner of Hadley in the County of Hampshire yeoman plt -
 vs John Young of Pelham in s^d. County Physician deft. in a plea of the
 Case for that said John at said Hadley on the last Day of January
 last owed the plt. Eight pounds 4^s 7^d to ballance book Accounts -
 according to the Account annexed to the plt's Writ and then & there
 promised him to pay him the same on Demand yet said John tho'
 often requested hath never paid the same or any part thereof but unjustly
 neglects to do it to the plt. Damages Twelve pounds - The

The plt appears. The Deft. tho' three times solemnly called to come into Court does not come but makes Default of appearance - It's therefore }
considered by the Court that the said Jonathan recover against the }
John Eight pounds four Shillings and Seven pence two farthings lawful }
money Damages and Cost of Suit taxt at one pound eighteen Shillings }
and eleven pence - After all which the Deft by Joseph Hawley Esq his }
Attorney comes into Court and appeals from the Judgment of this }
Court to the Superior Court of Judicature to be holden at Springfield }
in and for the County of Hampshire on the fourth Tuesday of September }
next Who recognizes with Sureties as the Law directs for s^d John's prosec- }
uting his appeal with Effect as by said Recog^{ce} on file appears -

Jonathan Warner of Hadley in the County of Hampshire yeoman plt. }
Isaac Ward of the District of Amherst in s^d County Gent^l deft. in a plea }
of the Case demanding Eleven pounds 7/4 on the deft^s Note & as by the }
Writ on file bearing Date the 20th day of Dec^r last appears at large - the }
plt. appears; the deft. being three times solemnly called to come into }
Court doth not appear but makes Default - It's therefore Considered by }
the Court that the s^d Jon^s recover against the s^d Isaac Eleven pounds seven }
Shill^l & four pence law^l money Damages & Cost of suit taxt at one pound 14/9 -

Jonas Cutler of Lincoln in the County of Middlesex yeoman Josiah Brewer }
of Worcester in the County of Worcester yeoman & Samuel Brewer of s^d Worcester }
Gent. plt^s or Eben^d Wardwell of Hatfield in the County of Hamph^{sh} Gent^l deft. }
in a plea of the Case demanding Eight pounds 1/8 New York Currency equal }
to six pounds 1/2 of the lawful money of this Province as the plt^s say for sundry }
Articles of book Account as by the A^{ct} and Writ on file fully appears - }
The plt^s by their Att^{ys} appear - The Deft being three times publicly called }
to come into Court makes Default of appearance - It's therefore Consider- }
ed by the Court that the said Jonas, Josiah & Samuel recover ag^t the said }
Ebenezer Six pounds one Shilling & two pence lawful money Damages }
& Cost of Suit taxt at two Pounds sixteen Shillings and one penny. }
Ex^{ce} n^o 2^d April 1762 -

Alexander M^r Lean of Albany in the County of Albany and Province of New- }
York Merchant plt. or John Collins of Sheffield in the County of Hampshire }
Blacksmith deft. in a plea that s^d John render to the plt. Two hundred and }
twenty Seven pounds 3/6 New Currency equal to three quarters of that sum in }
the lawful money of this Province } due to him by the deft^s bond & as by }
the Writ on file is fully set forth - The plt. appears. The Deft tho' three times }
solemnly called to come into Court doth not come but makes Default. }
It's therefore Considered by the Court that the plt. recover ag^t the Deft. One }
Hundred and nineteen pounds 6/5^h lawful money being the Chancery of the }
bond declared on Debt & Cost of Suit taxt at three pounds 5/1^l like money - }
Ex^{ce} n^o 6th June 1761 -

Alexander M^r Lean of Albany & as next above - }
Merchant plt or Samuel Robards of Egremont in the County of Hampshire }
Gent. deft. in a plea that the deft render to the plt Two hundred and Twenty two }
pounds 8/6 New York Currency (which is equal to three quarters of the same }
sum in the lawful money of this Province) due on the deft^s bond & as by the }
Writ on file fully appears - The plt. appears. The Deft tho' three times solemn- }
ly called to come into Court doth not come but makes Default - It's therefore }
Considered by the Court that the plt. recover ag^t the Deft. Seventy one pounds }
7/8^h lawful money being the Chancery of the bond declared on Debt and }
Cost of Suit taxt at three pounds five Shill^l & Eleven pence. Ex^{ce} n^o 6th June 1761.

204. Jacob Brown of a place called N^o one in the County of Hampshire yeoman
Brown } plt. vs John Bill and Simeon Bill both of Sheffield in S. County yeomen
Bill & } def^t: in a plea of the Case demanding eight pounds lawful money with
the Interest due on the def^t: Note of the fifth of April 1760 as by the Writ &
on file appears - The plt. appears - The def^t: the three times solemnly
called to come into Court do not come but make Default - It's therefore
considered by the Court that the plt. recover ag^t the Defend^t: Eight pounds
ten Shillings and eleven pence lawful money Damages and Cost of
Suit taxed at two pounds Seven Shillings & nine pence -

John Penoyer of Sharon in the County of Litchfield and Colony of
Penoyer } Connecticut yeoman plt vs Aaron Beach of a place called N^o One in
Beach } the County of Hampshire yeoman def^t: in a plea of the Case demanding
three pounds 7/2 for sundry Articles of Account as by the Writ and Arit
on file appears - The plt appears. The def^t: the three times solemnly
called to come into Court doth not come but makes Default.
It's therefore considered by the Court that the plt. recover against the def^t
Three pounds Seven Shillings and Two pence lawful money Damages
& Cost of Court taxed at Two pounds fourteen Shillings and five pence -
Ex^{on} is^d 6th June 1761 -

Roswell & Michael Hopkins of Cornetbow Precinct in Dutchess County &
Hopkins } in the Province of New York Traders plt vs David Roberts of a place
et al. } called West Hoofjacks in the County of Hampshire Yeoman def^t: in
Roberts } a plea of the Case demanding four pounds New York money (equal to
three pounds lawful money of this Province) for sundry Articles of Arit
as by the Writ on file fully appears - The plt's appear. The Def^t the three
times solemnly called to come into Court does not come but makes Default.
It's therefore considered by the Court that the plt. recover ag^t the Def^t.
Three pounds lawful money Damages & Cost of Court taxed at £3. 2s. 5.
Ex^{on} is^d 6th June 1761 -

Thomas Loomis of a Place called Amherst in the County of Albany and
Loomis } Province of New York yeoman plt. vs Joseph Crut of a Place called y^e.
Crut } Country Land West of Sheffield in the County of Hampshire yeoman
def^t: in a plea of the Case demanding on the Def^t: Note of the 23^d June
last four pounds 10s York money (equal to three fourths of s^d. Sum in y^e.
lawful money of this Province) with the Interest - As is at large set
forth in the Writ on file - The plt. appears - The def^t the three times
called to come into Court doth not come but makes Default -
It's therefore considered by the Court that the s^d. Thomas Recover against
said Joseph three pounds fifteen Shillings and ten pence lawful money
Damages and Cost of Suit taxed at three pounds & nine pence -
Ex^{on} is^d June 6th 1761 -

Israel Dewey of Sheffield in the County of Hampshire yeoman plt.
Dewey } vs Ruluff Dutcher of Salisbury in the County of Litchfield in the Colony
Dutcher } of Connecticut Husbandman def^t: in a plea of the Case demanding
eight pounds which the def^t on the fourteenth of Nov^r: 1750 by his note
promised the plt by the first of May then next with Interest from that
time & as in the Writ on file is fully set forth - the plt appears - The
Def^t: the three times solemnly called to come into Court does not come
but makes Default - It's therefore considered by the Court that the s^d.
Israel Recover against the s^d. Ruluff Eight pounds nineteen Shillings
and nine pence half penny lawful money Damages & Cost of Suit taxed
at two pounds ten Shillings and one penny - Ex^{on} is^d June 6th 1761.

Robert Hamilton of Northampton in the County of Hampshire yeoman pl^t vs Ebenezer Stoddard of South Hadley in the same County yeoman def^t Hamilton
Stoddard
in a plea of the Case for that whereas the Def^t on the Eleventh of Dec^r 1759 at Northampton aforesaid by his note for value rec^d promised the pl^t to pay him five pounds lawful money within three months from said Date and the lawful Interest thereof from that time till paid in case of Non-Payment then yet the Def^t tho' often requested has not paid the Contents of s^d Note but he wholly deny^s to do it to his the pl^t's Damage eight pounds - The pl^t appears the Def^t being three Times called to come into Court makes Default of Appearance. It's therefore considered by the Court that the said Robert recover ag^t the said Ebenezer three pounds four Shillings and four pence lawful money Damages and cost of Court taxed at one pound eleven Shillings and nine pence - After all which the def^t by Charles Phelps Esq^r his Att^r comes into Court and appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of Sept^r next who recognizes with Sureties as the Law directs for s^d Stoddard's prosecuting his Appeal with Effect as by said Recognizance on file appears

Josiah Dwight of Springfield in the County of Hampshire Esq^r pl^t vs Rezekiah Winchel of the District of Egremont in s^d County yeoman def^t Dwight
Winchel
in a plea of the Case demanding two pounds 19^s lawful money due to s^d pl^t according to his Ac^t annexed to the Writ on file &c as is more fully set forth in s^d same Writ - The pl^t appears. The def^t being three times publicly called to come into Court makes Default of Appearance. It's therefore considered by the Court that the pl^t recover ag^t the def^t - Two pounds Nineteen Shillings lawful money Damages and cost of Suit taxed at one pound 17^s - Exceⁿ is? 28th July 1761.

Josiah Dwight Esq^r abovesaid pl^t vs Sampson Wood of a place called Oldspring in the County of Hampshire Blacksmith def^t in a plea of the Case as by the Writ on file is fully set forth - the pl^t appears - The Def^t being three times called makes Default of Appearance - Afterward now at this same Term the pl^t comes into Court and acknowledges he has in this Case rec^d full Satisfaction of his Demand in s^d Writ with all cost. Same ag^t
Wood

Samuel Bliss of Western in the County of Worcester yeoman pl^t vs Samuel Sherman of a place called Ware River Precinct in the County of Hamp^{sh} yeoman def^t in a plea of the Case for that the def^t ab^s Springfield on the twenty first Day of November 1760 by his Note for Value rec^d promis^d the pl^t to pay him six pounds 13¹/₄ lawful money on Demand with lawful Interest for the same till paid yet the def^t tho' often requested hath not fulfilled the same Promise but unjustly neglects it to the Damage of the pl^t Ten pounds. the pl^t appears. the Def^t tho' three times solemnly called to come into Court does not appear but makes Default. It's therefore considered by the Court that the s^d Bliss recover ag^t the s^d Sherman six pounds 17¹/₂ lawful money Dam^s & cost of Court taxed at Two pounds & three pence. After all which the def^t comes into Court & appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next and recognizes with Sureties as the Law directs to prosecute his appeal with Effect as by said Recognizance on file appears - Bliss
Sherman

205. John Viory of New Salem in the County of Hampshire Husbandman
 Viory - } pl^t. vs Samuel Owen Jun^r of the same place Husbandman c^t In a plea
 Owen Jun^r } of the Case demanding four pounds 10/7^d. which y^e Deft. promised him on
 the 27th Day of January last & with use - as of the Writ more fully appears.
 The Plt appears. the Deft tho three times publicly called to come into
 Court doth not appear but makes Default. - It's therefore considered
 by the Court that the said John recover against the s^d Samuel four
 pounds twelve Shillings and five pence one farthing lawful money Dam
 and Cost of Court taxed at two pounds five Shillings and five pence.
 Execⁿ is 22^d Jan^y 1762.

Kellogg's } Experience Kellogg Widow and Relict of James Kellogg late of Hadley
 Execⁿ } in the County of Hampshire dec^d and John Kellogg of s^d Hadley yeoman
 or } Executors of the last Will and Testament of said James pl^t vs Sam^l
 Kent } Kent of a plantation called Ware River Parish in s^d County Husband:
 man Deft. in a plea of Debt wherein they demand ag^t y^e Deft ten pounds
 which he bound himself to y^e s^d James in his life time to pay him &c.
 as by the Writ on file more fully appears - the pl^t appear - The Deft.
 being three times called to come into Court makes Default of appear:
 ance - It's therefore considered by the Court that the pl^t ins^r capacity
 recover against the Deft the full Sum of the Bond being ten pounds.
 lawful money Debt & Cost taxed at one pound sixteen Shill^{ings} & a penny -
 Execⁿ is 15th June 1761 -

Warner } Jonathan Warner of Hadley in the County of Hampshire yeoman pl^t vs
 Church } Nathaniel Church late of Hadley now of Westfield in the County of
 Hampshire yeoman Deft. in a plea of the Case for that said Nath^l
 at said Hadley on the 20th day of February 1759 by his Note for Value
 Received promised the pl^t to pay him four pounds 17/3^d lawful m^o
 on Demand with Interest until paid - And also for that said Nat.
 at said Hadley on the 20th of April last owed the pl^t one pound 4/5
 for sundry articles of book account according to the Acit on file,
 and then and there promised him to pay him the same on De=
 mands yet the Deft tho often requested hath never paid either of
 said Sums but unjustly neglects to do it to the Damage of the s^d
 Jonathan Six pounds - The parties appear - And the Deft pleads
 that the Writ ought to abate for that he is therein called Nath^l Church
 late of Hadley & yeoman when he ought to have been called Nath^l
 Church Jun^r late & fordwainer as is at large endorsed on the Writ on
 file - Which plea being fully known and understood by the Court is
 adjudged Insufficient & so the Writ does not abate - Saving which
 the Deft Reserving Liberly to make any new plea on the Trial of
 the Appeal says the bond declared on is not his act and Deed -
 And the Plt. consenting to the Reservation says the plea of the Deft.
 above pleaded and the Matters therein contained is an Insufficient
 Answer to his Declaration & which he is ready to verify and he therefore
 prays Judgment for his Damages and Cost - And the Deft. says his s^d
 plea is sufficient - The Court upon consideration thereof has adjudge
 the same to be insufficient & It's therefore considered by the Court
 that the said Jonathan recover against the said Nath^l five pounds
 eight Shillings and one penny lawful money Damages and one
 pound fourteen Shillings and five pence Cost of suit as of bill
 on file taxed &c -
 The

The Deft. by Charles Phelps Esq. his Att. appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September Next Who Recognizes with Sureties as the Law directs for the Appellant's prosecuting his appeal with Effect as by said Recognizance on file appears —

Eleazer Burt of Northampton in the County of Hampshire yeoman { Burt
plt. vs Joseph Hinds of Greenwich in the same County yeoman deft in { Hinds
a plea of the Case for that the deft at said Springfield on the fourteenth
Day of December 1756 by his Note for Value rec^d promised the plt to
pay him forty shillings by the fifteenth of May then next - And also
for that the deft at said Springfield on the last Day of May last past
owed the plt. one pound and ten pence two farthings for sundry
Articles of book Account according to the Account on file and then
and there promised him to pay him said Sum last mentioned
on Demand yet the deft tho' often thereto requested hath never paid
either of the said Sums but unjustly neglects to do it to the Damage
of the plt five pounds - The plt appears. the Deft. tho' three times
solemnly called to come into Court does not come but makes Default.
It is therefore considered by the Court that the said Eleazer recover ag^t
the said Joseph Three pounds and ten pence two farthings lawful
money Damages and Cost of Court tax at one pound 17/3. —

After all which the deft comes into Court and appeals from y^e
Judgment of this Court to the Superior Court to the Superior Court of
Judicature to be holden at Springfield within and for the County
of Hampshire on the fourth Tuesday of September next & Recognizes
with Sureties as the Law directs to prosecute his appeal with
Effect as by said Recognizance on file appears.

John Church of Hatfield in the County of Hampshire Gent. plt. vs Joseph { Church
Phelps Jun^r of a New Plantation called Oldspring in s^d County yeoman { Phelps
def. in a plea of the Case for that said Joseph at said Hatfield on the
last of March last owed the plt. two pounds 6/5. on account according
to the Account on file and then and there promised him to pay him
the same on Demand yet tho' often requested the said Joseph hath
never paid the same but neglects it to the Damage of the s^d John four
pounds - The parties appear - And the deft. defends and for plea says
that he owes the plt. nothing in manner and form as the plt. in his
Declaration hath alledged and thereof puts Himself on the Country -
And the plt. saving to himself the Liberty to waive his Demurrer and joining
Issue tendered on the Trial of the Appeal says the deft's plea aforesaid &
Matters therein contained is an Insufficient answer to his Declaration
& (as on file) therefore prays Judgment for his Damages & Cost - And the
def. agreeing to the plt's Reservation says his plea is sufficient -
And the Court having considered the Deft's said plea determine the same
is Sufficient & It is therefore considered by the Court that the s^d Joseph
recover against the said John his reasonable Costs - The plt.
by Daniel Jones gent. his Att. appeals from the Judgment of this Court to
the Super^r Court of Judicature to be held at Springfield in and for s^d County of
Hampshire on the fourth Tuesday of September next Who recognizes with Sure-
ties as the Law directs for the Appellant's prosecuting his Appeal with
Effect as by s^d Recognizance on file appears —

Smith or Chauncy } Pelatiah Smith Junr. of Amherst in the County of Hampshire yeoman plt vs Josiah Chauncy of Amherst aforesaid Esq. deft. in a plea of the Case for that whereas the deft. the thirtieth day of June last at Northampton aforesaid was indebted to the plt in two pounds Seventeen Shillings and seven Pence one fifth of a penny of lawful money of this Province for so much money by the deft. to the Use of the plt. before then had and received and being therein so indebted he the deft. in consideration thereof afterwards viz at Northampton the same Day and year abovesaid assumed on Himself and then and there faithfully promised to the plt that he the deft. the said two pounds Seventeen Shillings and seven pence one fifth part of a penny to the plt when he should be thereto afterwards required well and faithfully would pay and content Nevertheless the deft. his Promise aforesaid not regarding but designing the plt in this behalf to defraud the said two Pounds Seventeen Shillings and seven pence one fifth of a penny or any part thereof to the plt hath not yet paid altho to do it the deft. afterwards wrot on the fourth Day of November last at Northampton aforesaid (and often since) by the plt was required to the Damage of s^r Smith five pounds - The parties appear - And the said Josiah wmes and defends and for plea says that he owes the plt Nothing in manner and form as the plt in his Declaration has alledged and thereof puts Himself on the Country - and the plt. likewise - After a full hearing of the Parties this Case is committed to the Jury Mr. Benj^a Alvord foreman and fellows Who return their Verdict therein that is they on their say they find for the deft. costs of Court - Its therefore considered by the Court that the said Josiah recover against the said Pelatiah his reasonable costs text at - The plt. by Joseph Hawley Esq. his Att^r appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of Sept^r next and recognizes with Sureties as the Law directs to prosecute this appeal with Effect as by said Recognizance on file appears -

Pratt or Kent & } Phinehas Pratt of Granville in the County of Hampshire Gent. plt vs Noah Kent yeoman and Phinehas Grainger yeoman both of Suffield in the County of Hartford & defts. in a plea of the Case demanding agt^t them Two pounds 18/10¹/₂ to balance accounts - & they come and say they before the Purchase of the Writ did and now do tender the plt two pounds & s^r part of his demand & that of the Residue of the sum demanded they owe Nothing & The plt. having rec^d the s^r sum tendered departs & And being afterwards three times called to come and prosecute his Action does not come but is Non-suited - The defts. therefor pray for their cost - Its therefore considered by the Court that the s^r Kent and Grainger recover agt^t the s^r Pratt their reasonable costs -

Gates or Perly - } Ephraim Gates of Lanes in the County of Hampshire Gent. plt vs Asa Perly of Boxford in the County of Essex Gent. deft. in a plea of the Case & as by the Writ on file fully appears - The plt. being three times publicly called to come and prosecute his Action is Non-suit and the Deft. likewise Defaulted & the Action accordingly dismissed -

David Gould of Sunderland in the County of Hampshire yeoman plt ^{or} Gould
Ebenezer Kellogg of Stow in the County of Middlesex gent deft in a plea ^{or} Kellogg
Debt for that the said Ebenezer at said Springfield on the 31st of July 1758
by his bond in Court to be produced bound himself by the name of Eben^r
Kellogg of East Hadley gent to the plt in the Sum of ten pounds &c
as by y^e Writ bearing date the 15th Day of April last more fully appear.
The plt. appears. The deft. thr^e three times solemnly called to come
into Court doth not come but makes Default - It's therefore considered
by the Court that the said David recover against the said Ebenezer
the Sum of ten pounds lawful money Debt and Cost of Court tax
at 2^d 10^d 7^d - After all which the deft. comes into Court by
Charles Phelps Esq his Att^r and appeals from the Judgment of this
Court to the Superior Court of Judicature &c to be holden at Springfield
in and for the County of Hampshire on the fourth Tuesday of Sept^r
next Who recognizes with Sureties as the Law directs for y^e Ebenezer;
prosecuting this appeal with Effect as by s^d Recognizance on file appears.

John Adam of Salisbury in the County of Litchfield and Colony of ^{Adam}
Connecticut Husbandman plt ^{or} Samuel Austin of Sheffield in the ^{Austin}
County of Hampshire Husbandman deft. in a plea of the Case for that
said Samuel at s^d Sheffield on the 16th of January 1761 by his Note of
that Date for Value received promised the said John to pay him twelve
pounds lawful money on Demand yet said Samuel thr^e often request
ed hath never fulfilled his said promise but unjustly neglects it
to the plt. Damage Eighteen pounds - The parties appear - And the
deft. renewing Liberty to alter his plea at the Trial of the Appeal says
he is not bound to pay the plt. what he demands - And the plt. says
that the ^{plea} above^d is an Insufficient answer to his Declaration and that
he ought not thereby to be precluded of his Action - and the deft. says
his plea is sufficient - The Court determine that the said plea is not
sufficient to preclude the plt. &c It's therefore considered by the Court
that the said John recover against the said Samuel the Sum of twelve
pounds five Shillings and two pence half penny lawful money Dams
and Cost of Court tax at two pounds thirteen Shillings & three pence
The deft. by Joseph Hawley Esq his Att^r appeals from the Judgment
of this Court to the Superior Court of Judicature &c to be holden at Spring
field in and for the County of Hampshire on the fourth Tuesday of
Sept^r next and recognizes with Sureties as the Law directs for his
prosecuting this Appeal with Effect as by said Recognizance on
file appears -

Jonathan Morton of Hatfield in the County of Hampshire gent. plt. ^{or} Morton
Aaron Lyman of the Plantation called Coldspring in the same County yeoman ^{or} Lyman
def^t in a plea that the Deft. render to the plt. Sixty pounds lawful money w^{ch}
by his bond duly executed at s^d Hatfield on the 19th Day of July 1756 he bound
himself w^{ch} plt. to pay him on Demand &c as by the Writ on file fully appears.
The plt. appears. The Deft. being three times called to come into Court does
not appear but makes Default - It's therefore considered by the Court
that the said Jonathan recover against the said Aaron Twenty nine
pounds nine Shillings and five pence half penny lawful money being
the Chambery of the bond declared on Debt and Cost of Court tax at one
pound nineteen Shillings and a penny.
Exec^{on} is^d June 5th 1761 -

John Worthington of Springfield in the County of Hampshire Esq. plt vs -
 Worthington David Ingersoll late of Sheffield in the same County Gent. Def. in a plea
 Esq. vs Ingersoll of the Case demanding ag^t the Def^t on his note of the 28th of Sept^r 1756 forty
 pounds 6/9. with the Interest - and also on the Def^t's other note of the same
 date fourteen pounds 15/3. with the Interest & as at large is set forth in y^e
 Writ on file - The plt appears - the Def^t tho' three times publicly called
 to come into Court doth not appear but makes Default - It's therefore
 considered by the Court that the said John Worthington Esq. recover ag^t
 the said David the Sum of £70⁴ 9⁴ 6 - lawful money Damages &
 Cost of Court tax at one pound nineteen Shillings and a penny -

Thankful Meacham of Enfield in the County of Hartford in the Colony of
 Meacham Conn^t Wid^{ow} Administratrix on the Estate of Israel Meacham -
 Adm^r Collins late of said Enfield yeoman Dec^r (her late Husband) plt. vs John Collins
 of Sheffield in the County of Hampshire yeoman Def. in a plea of the Case
 wherein she demands four pounds 11/2 lawful money which the Def^t by his
 Note on the first of January 1760 promised s^d Israel then alive to pay him
 within a month with the Interest till paid but has not done it & -
 The plt appears - The Def^t tho' three times solemnly called to come into
 Court doth not come but makes Default. It's therefore considered by the
 Court that the said Thankful in s^d Capacity recover against the said
 John four pounds Seventeen Shillings and eight pence ⁴/₇ lawful
 money Damages and Cost tax at one pound nineteen Shillings & ⁴/₇.
 Ex^{ca} is d¹¹ June 1760 -

Ephraim Pease of Enfield in the County of Hartford & yeoman plt vs.
 Pease or Leasy - Jeremiah Veary late of Windsor in the same County yeoman Def. in
 a plea of the Case & as by the Writ fully appears. In this Case the plt.
 being three times called to come into Court & did not come but was
 Nonsuit and the Def^t likewise Defaulted & the Action dismissed -

Alexander M'Lean of Albany in the County of Albany in the Province of
 M'Lean or New York merchant plt vs Timothy Burbank late of Suffield in the County
 Burbank of Hartford & Colony of Connecticut now of Springfield in the County of
 Hampshire yeoman Def. in a plea of Debt for that said Timothy at said
 Springfield on the fourth Day of May 1760 by his bond under his hand
 and Seal of that date in Court to be produced bound and obliged Himself
 (by the Name of Timothy Burbank of the Town of Suffield in the County
 of Hartford in the Colony of Connecticut) to the said Alexander M'Lean
 in the Sum of Two hundred and Seventy four Pounds Current money
 of New York (which is equal to two hundred and five pounds 10/ lawful
 money of this Province) to be paid to said Alex^r on Demand yet said
 Tim^o tho' often thereto requested hath never paid the same or any part
 thereof but unjustly neglects it to the Damage of the plt two hundred
 and fifty pounds - This Case is continued by Consent of the Parties to s^d
 Inferior Court of Common Pleas to be holden at Springfield in and for y^e
 County of Hampshire on the Last Tuesday of August next -

John Burghardt of Sheffield in the County of Hampshire yeoman plt.
 Burghardt or Church - Malachi Church of Hadley in the same County yeoman Def. in a plea
 of the Case for that s^d Malachi at s^d Springfield on the 30th day of May 1760
 by his Note of that date for Value rec^d promised s^d John to pay him or order
 Six pounds lawful money on Demand yet said Malachi tho' often requested
 never paid the same or any part thereof but unjustly neglects to do it to y^e
 Damage of the said John Seven Pounds - The

The parties appear. And the ^d Malachi comes and defends and for plea saith that the plt^s Writ ought to abate for that He has therein alledged abso-^{Continued}lutely that the Non Payment of the sum demanded is to his Damage the Sum of Seven pounds which he ought not to have so set forth & as is more fully set forth on file - And the plea being understood and considered by the Court is adjudged Insufficient & and the Writ does not abate - saving which plea the Deft. reserving to Himself Liberty to alter his plea or make a new one at the Trial of the Appeal says it is not his Act and Deed declared on in the Declaration and thereof puts Himself on the Country - And the Plt consenting to the aforesaid Reservation says the deft^s plea aforepleaded is an insufficient Answer to his Declaration and that he is not held to make Answer thereto and thereof prays Judgment and Judgment for his Damages and Cost - And the Deft says his plea is sufficient. And the Court determine the deft^s plea is not sufficient & is therefore considered by the Court that the said John recover against the said Malachi Six pounds lawful money Damages and Cost of Court tant at two pounds Six Shillings and Seven pence - The deft appeals (by Charles Phelps Esq of his Att^y) from the Judgment of this Court to the Superior Court of Judicature & to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next Who recognizes with Sureties as the Law directs for the Appellant's prosecuting his appeal with Effect as by ^d Reogⁿ on file appears -

Jonathan Morlon Jun^r of Hatfield in the County of Hampshire Blacksmith plt^r vs { Morlon
Moses Scott of the New Plantation called Halltown in the County afores^d Carpenter } or
deft in a plea of the Case demanding three pounds 12^d 1^d law^d & new^d the deft. } Scott
on the first of March 1753 promised him by the tenth of y^e same month with Interest & as by the Writ on file may be seen - The plt. appears - The Deft. being three times publicly called to come into Court does not appear but makes Default - It is therefore considered by the Court that the said Jonathan recover against the said Moses four pounds nineteen Shillings and 10^d 1^d - Lawful money Damages & Cost of Court tant at one pound 18^d 1^d. { Exⁿ is 4th June 1761.

William Bostwick of Albany in the Province of New York merchant and { Bostwick
Thomas Worster of Stamford in the Colony of Connecticut yeoman plt^s vs } et al.
Aaron Beach of the New Township called N^o 1. in the County of Hampshire Beach
yeoman deft in a plea of the Case for that the said Aaron at ^d Springfield on the last day of February last owed the said William and Thomas eleven pounds 10^s 6^d for sundry Articles of Account according to the amount annexed to the Writ and then and then promised the said William & Thomas to pay them the same on Demand yet the said Aaron tho' often requested has never paid the same or any part thereof but unjustly neglects it to their Damage fifteen pounds - The parties appear. and the Deft. defends and says the plt^s amount annexed to the Writ is an unreasonable Amount - And the Plt^s say the deft^s plea is an insufficient Answer to their Declaration - And that by any thing therein contained they ought not to be precluded having their Action against the Deft maintained and thereof pray Judgment and that their Damages and Costs may be adjudged to them - And the Deft says his plea is sufficient - Which plea being fully understood by the Court is adjudged to be insufficient to preclude the Plt^s of their Action & -

It's -

It is therefore considered by the Court that the said William & Thomas Bostwick recover against the said Aaron the sum of Eleven pounds ten Shillings and six pence lawful money Damages and Cost of Court taxed at three pounds four Shillings and eleven pence - The deft by Joseph Hawley Esq his Att^r appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield for and within the County of Hampshire on the fourth Tuesday of September next Who recognizes with Sureties as the Law directs for the Appellant prosecuting his appeal with Effect as by s^d Recognizance on file appears.

Abraham Jacob Lansingh of Albany in the County of Albany in the Province of New York yeoman and Abraham Beach of Hartford in the County of Hartford in the Colony of Connecticut yeoman p^{lts} vs Aaron Beach of a new Township called Number-one in the County of Hampshire yeoman deft in a plea of the Case for that said Aaron at said Springfield on 4th last Day of February last past owed the p^{lts} fifteen pounds 10^{ss} lawful money for sundry articles of Account according to the Account annexed to the Writ and then and there promised the p^{lts} to pay them the same on Demand yet said Aaron tho' often requested hath never paid the same or any part thereof but unjustly neglects it to the Damage of the p^{lts} Twenty pounds - The parties appear - And the deft reserving Liberty to alter his plea or to give a new one at 4th Trial of the Appeal defends by saying that the prizes of the p^{lts} Airt Articles are unreasonable and thereof prays Judgment And the p^{lts} agreeing to the deft reservation say that by any thing by the deft pleaded they ought not to be precluded having their Action maintained because they say the Deft^s plea is an Insufficient Answer to their Declaration and by Law they are not held to reply to it they therefore pray their Dam^s and Cost may be adjudged to them, and the Deft says his plea is sufficient - Which plea being fully understood by the Court is adjudged Insufficient & It is therefore considered by the Court that the said Lansingh and Abraham Beach recover against the said Aaron the sum of fifteen pounds nineteen Shillings and Seven pence lawful money Damages and Cost of Court taxed at three pounds four Shillings and eleven pence. The deft by Joseph Hawley Esq his Attorney appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next Who recognizes with Sureties as the Law directs for the Appellants prosecuting his Appeal with Effect as by said Recognizance on file appears.

Bildad Fowler of Westfield in the County of Hampshire yeoman p^{lt} vs Daniel Webb of a place called Pontonsuck in s^d County yeoman deft in a plea of the Case demanding four pounds 10^s which he promised 4th p^{lt} on 4th 15th of July last to pay him on Demand with Interest & as is fully set forth in the Writ - The p^{lt} appears the deft being three times publicly called to come into Court makes Default. It is therefore considered by the Court that the said Bildad recover ag^t the s^d Daniel five pounds eleven pence & lawful money Dam^s & Cost of Court taxed at one pound 10^{ss}.
Ex 2 in 5th April 1762.

Josiah Dwight of Springfield in the County of Hampshire Esq p^{lt} vs Japheth Chapin of New Marlborough in the same County yeoman deft demanding twenty pounds which 4th deft promised him by his note on the 26th of February last to pay him within three weeks with Interest & as is fully set forth on file - The

The plt. appears - The def^t. being three times publicly called to come into Court makes Default - It's therefore considered by the Court that the S^r. Josiah Wright Esq^r recover ag^t the S^r. Napheth twenty pounds six Shill^{ings} & seven pence -
Damages & Cost of Court tax at one pound fifteen Shillings & seven pence -
Ex^r in 26th Sept 1761 -

William Patterson of Hadley in the County of Hampshire yeoman plt vs James McElister of Enfield in the same County yeoman def^t in a plea of the Case for that said James at said Hadley on the last day of March Anno Dom^o 1748 owed said William four pounds 11^s. of the old tenor bills of Credit which is equal to twelve Shillings & 1¹/₂ lawful money on account according to the Amount annex'd to the Writ and then and there promised him to pay him the same on Demand and also for that said James at S^r. Hadley on the last Day of December last owed the said William thirteen pounds thirteen Shillings and two pence lawful money on one other account for Sundry Articles of Book amount according to it annexed as aforesaid and then and there promised said William to pay him the same on Demand yet said James tho^{ugh} often requested has never paid either of s^d sums to said William but unjustly neglects it to his Damage sixteen pounds - The Parties appear - And the def^t. defends and reserving to himself the Liberty of making a new Plea upon the Trial of the Appeal saith he is not guilty in manner and form as the plt in his Declaration has alledged & thereof puts himself on the Country - And the plt. consenting says that the def^t's plea is an Insufficient Answer to his Decla^r and that he is not by Law held to answer thereto & and therefore prays Judgment for his Damages and Cost - And if Def^t. says his Plea is sufficient - Which said plea being fully known to the Court is by them adjudged to be an Insufficient Plea & It's therefore considered by the Court that the said William recover against the said James fourteen pounds five Shillings and three pence half penny law^d Money Damages & Cost of Court tax at one pound fourteen Shillings & three pence. The def^t. by John Worthington Esq^r his Att^y appeals from the Judgement of this Court to the Superior Court of Judicature & to be holden at Spring^{field} & within^t for the County of Hampshire on the fourth Tuesday of September Next Who recognizes with Sureties as the Law directs for the Appellants prosecuting his appeal with Effect as by said Recognizance on file appears.

Moses Graves of Hatfield in the County of Hampshire Gent. plt. vs Charles Colton of Springfield in the same County yeoman def^t in a plea of the Case wherein he demands thirty pounds lawful money which the def^t on the 17th of May 1760 promised him by his note to pay him within eight months with the Interest & as by the Writ on file & The plt appears - The def^t being three times publicly called makes Default of Appearance - It's therefore considered by y^e Court that the S^r. Moses recover ag^t the said Charles thirty one pounds sixteen Shill^{ings} and nine pence lawful money Dam^s & Cost of Court tax at one pound 15^s 9^d.
Ex^r in 2^d April 1762

John Field of Amherst in the County of Hampshire Gent^l plt. vs Joseph Hinds of Greenwich in the same County yeoman def^t in a plea of the Case for that the def^t. at Greenwich aforesaid on the ninth Day of November last by his Note for Value rec^d promised the plt to pay him twenty five pounds 3¹/₄ on or before y^e first of January then next Also for that the Def^t at Greenwich aforesaid on the 26th of December last by his other note for value rec^d promised the plt to pay him £52nd by the first of April then next and if not then paid then the lawful Interest thereof till paid yet the def^t hath not performed his said promises or either of them but tho^{ugh} often thereto requested wholly omits to do it to the Damage of the said John ninety pounds -
The.

209.
Field } The plt. appears - The deft being three times publickly called to come into
Hinds - } Court doth not appear but makes Default - It is therefore considered by
the Court that the said John recover against the said Joseph the sum of
Seventy four pounds three Shillings and eleven pence half penny lawful
mony Damages and Cost of Court taxed at one pound 16/3 -
After all which the said Joseph in his proper person comes into Court &
appeals from the Judgment of this Court to the Superior Court of Judica-
ture to be holden at Springfield in and for the County of Hampshire on
the fourth Tuesday of September next and recognizes with Sureties as the
Law directs for prosecuting his appeal with Effect as by said Recogⁿ on file appears.

Partridge } Oliver Partridge of Hatfield in the County of Hampshire Esq Sheriff of S^c
Esq vs } County plt. vs Joseph Hinds of Greenwich in the same County yeoman
Hinds - } deft in a plea of the Case for that the deft at Hatfield aforesaid on the 20th
day of April last owed the plt. two pounds Seventeen Shillings & nine pence
two farthings lawful m^y for sundry Articles of book Amount according to
the Account annexed to the Writ and then and there promised him to pay
him the same on demand yet the said Joseph tho often thereto requested
has never paid the same or any part but unjustly neglects it to the
Damage of the S^c Oliver Six pounds - The parties appear - And the S^c
Joseph Defends & and for plea saith that he owes the plt. Nothing in
manner and form as the plt in his Declaration has alledged and
thereof puts Himself on the Country - And the plt. likewise - A Jury
being sworn to try the Issue, after a full hearing, the Case is committed
to them, Who now return their Verdict therein, that is they on their Oath
say they find for the plt. two pounds 17/9th Damages and Cost of Court -
It is therefore considered by the Court that the said Oliver recover against
the said Joseph Two pounds seventeen shillings & nine pence half
penny lawful mony Damages & Cost of Court taxed at £2 18^s 9^d -
The deft appeals from the Judgment of this Court to the Superior Court
of Judicature to be holden at Springfield within and for the County of
Hampshire on the fourth Tuesday of September next & recognizes with
Sureties as the Law directs to prosecute his appeal with Effect as
by said Recognizance on file appears -

Same } Oliver Partridge of Hatfield in the County of Hampshire Esq Sheriff of S^c County
ag^t } plt vs Joseph Hinds of Greenwich in the same County yeoman Sole Adm^r
Hinds vs } on the Estate of Israel Hinds late of S^c Greenwich Yeoman dec^d Intestate
deft in a plea of the Case for that said Israel the said Intestate at S^c Hatfield
on the Sixteenth day of March 1750 [then living] by his Note of that date
for value rec^d promised the plt. to pay him or his order thirty six Shill
and five pence on Demand with Interest for the Same from the Date
of said note till paid yet said Israel while he lived never paid y^e same
to the plt or any part thereof tho by the plt. often thereto requested neither
hath said Joseph said Adm^r paid the same to the plt. since said Israel's
Death tho often thereto requested but unjustly neglects it to the Damage
of the said Oliver four pounds - The parties appear - And the deft defends
when & and pleads that He in said Capacity has performed his Promise
above mentioned before the Purch^r of this Writ of the plt & therefore the plt.
ought not for any thing therein contained to have and maintain his
Action against the Deft. and thereof puts Himself on the Country - And

And the s^r Oliver the plt now comes and says that the plea aforesaid by & deft above pleaded is an Insufficient Answer to his Declaration and ^{Particularly} that by Law he is not holden to answer thereto all which he is ready to ^{Hands} verify and thereof prays Judgment and Judgment for his Damages & Cost - And the Deft says his plea aforesaid is sufficient - Whereupon all & singular the Premises being viewed and fully understood by the Court, and as it seems to this Court that the Deft's plea is not sufficient & It's therefore considered by the Court that the said Oliver recover against the Estate of the s^r Israel de^d in the Hands of s^r Adm^r and under his Administration the Sum of £2.3.3. lawful money Damages & Cost of Court taxed at one pound nineteen Shillings and three pence - The Deft. by Charles Phelps Esq his Attorney appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next Who recognizes with Sureties as the Law directs for the Appellant's prosecuting his Appeal with Effect as by said Recognizance on file appears -

John Elsworth of Windsor in the County of Hartford & Colony of Connecticut - Gent. plt vs Ebenezer Stoddard, of ^{late} ~~South~~ Hadley in the County of Hampshire - yeoman deft in a plea of the Case for that the said Ebenezer at Springfield aforesaid on the 18th Day of February 1760 - by his Note of that Date for Value Received promised the said John him three pounds ten Shillings lawful money on the tenth day of May then next yet the deft. tho' often requested hath never fulfilled his s^d Promise but unjustly neglects and refuses to do it to the Damage of the said John Six Pounds & The Deft comes by Charles Phelps Esq his Att^r and defends and says the plt's Writ is bad and ought to abate for that he has therein alleged absolutely that the non Performance of the deft's promise & is to his Damage Six pounds which ought not to be so expressed & as if the Plea on file may be seen at large - Which plea of the deft being fully understood and known to the Court and appearing to the said Court Insufficient & It's considered that the Writ do not abate - Saving which plea the deft reserving to himself the Liberty of Altering his plea on the Trial of the appeal further pleads by his s^d Att^r that he is not guilty of the Assault above mentioned as the plt in his Declaration has set forth - And the plt consenting to s^d Reservation says that the deft's plea above pleaded is an Insufficient Answer to his Declaration nor is he bound by the Law of the Land to make answer thereto and hereof prays Judgment and Judgment for his Cost - And the Deft says his plea is sufficient - Whereupon all & singular the Premises being viewed & diligently inspected by the Court and It appearing to this Court that the Deft's plea is not sufficient to preclude the plt. of having his action maintained, It's therefore considered that the said John recover against the said Ebenezer three pounds ten Shillings lawful money Damages & Cost of this Suit taxed at one pound fifteen Shillings and eleven pence - The deft. by his said Attorney appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next Who recognizes with Sureties as the Law directs for the Appellant's prosecuting his appeal with Effect as by said Recognizance on file appears -

Lee. } Ichabod Lee of Westfield in the County of Hampshire yeoman plt. vs John
 Scott } Scott jun^r of Montague in the same County yeoman def^t in a plea of the Case
 Scott } wherein the plt. demands Seven pounds 15s. which the def^t on the 17th of Dec^r
 1759. by his note promised him by the first of April then next. & as by the Writ
 is more fully set forth. The plt. appears. The def^t. being three times publicly
 exacted doth not appear but makes Default. It is therefore considered by y^e
 Court that the said Ichabod recover against the said John Two pounds seven
 Shillings lawful money Damages & Cost of Court tax at one pound 7/5-

Lamberton } James Lamberton jun^r of Palmer in the County of Hampshire yeoman plt. vs
 Webb } Leonard Webb of Rutland District in the County of Worcester yeoman def^t.
 Webb } in a plea of the Case for that s^d Leonard at said Palmer on y^e 23^d of April 1760.
 by his note for Value rec^d promised said James to pay him or order Eight
 pounds lawful money within six months from the date of s^d Note together
 with the lawful Interest thereof till paid yet th^o often requested hath
 not fulfilled his s^d promise but unjustly refuses to do it to the Damage of
 the said James Ten pounds. The plt. appears. The def^t. th^o three times pub:
 lically exacted doth not appear but makes Default. It is therefore consider-
 ed by the Court that the said James recover against the said Leonard
 Eight pounds ten Shillings and five pence lawful money Damages and
 Cost of this Suit tax at two pounds one Shilling and three pence—
 After all which the def^t comes into Court in his proper person and appeals
 from the Judgment of this Court to the Superior Court of Judicature to be
 holden at Springfield within and for the County of Hampshire on the
 fourth Tuesday of September next and recognises with Sureties as y^e Law
 directs to prosecute his appeal with Effect as by s^d Recogn^{ce} on file appears.

Grainger } Daniel Grainger of Westfield in the County of Hampshire yeoman plt. vs
 Bagg } Daniel Bagg of s^d Westfield yeoman def^t in a plea of the Case for that said
 Bagg } Bagg at s^d Springfield on the 20th of January last by his note for Value rec^d
 promised one Elisha Parks to pay him or order Seventeen pounds 17/4 on
 Demand And Afterwards viz the same Day at said Springfield the said
 Elisha endorsed said Note over to the plt. by his Indorsement thereon signed
 with his own hand and thereby ordered the payment of the contents of s^d
 same note / then wholly unpaid / to be made to the plt. of all which the s^d
 Daniel Bagg then and there instantly had Notice and so became liable to
 pay the same to the plt. and then and there promised him to pay him
 the same accordingly on Demand but th^o often requested the def^t hath
 not paid the same or any part thereof but neglects it to the Damage
 of the plt. Twenty pounds. The plt. appears. The def^t. th^o three times
 publicly exacted doth not appear but makes Default. It is therefore
 considered by the Court that the said Daniel Grainger recover against
 the said Daniel Bagg the Sum of Eighteen pounds four Shillings
 and eight pence half penny lawful money Damages and Cost of
 this Suit tax at one pound twelve Shillings and nine pence—
 After all which the def^t. by Cornelius Jones Gent. his Attorney comes
 into Court and appeals from the Judgment of this Court to the Super:
 Court of Judicature to be holden at Springfield within and for y^e County
 of Hampshire on the fourth Tuesday of September next Who recognizes
 with Sureties as the Law directs for the Appellant's prosecuting his
 Appeal with Effect as by said Recognizance on file appears.

Daniel Grainger of Westfield in the County of Hampshire yeoman plt. vs Samuel Johnson of said Westfield yeoman deft. in a plea of the case for that s^d Samuel on the 20th of February last past at s^d Springfield by his note of that date for Value rec^d promised one Elisha Parks to pay him or order Seven pounds q^{to} on Demand with Interest till paid and afterwards viz on the first Day of April last at said Springfield said Elisha by his Indorsement thereon endorsed said note over to the plt and ordered the payment of its contents thereof (then wholly unpaid) to be made to the plt of all which the said Samuel there instantly had notice and so became liable to pay the same to the plt and then and there promised him to do it accordingly on Demand yet said Samuel tho often requested hath never paid y^e same or any part thereof but unjustly neglects it to the Damage of the said Daniel nine pounds. The plt. appears - The Deft. tho three times publicly called doth not appear but makes Default. It is therefore considered by the Court that the said Daniel recover against the said Samuel Seven pounds twelve Shillings and one penny lawful money Damages & Cost of Suit taxed at one pound 12s q^{to}. After all which the Deft by Cornelius Jones Gent. his Att.^r comes into Court and appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next Who recognizes with Sureties as the Law directs for the Appellant's prosecuting his appeal with Effect as by s^d Recognizance on file appears.

John Worthington of Springfield in the County of Hampshire Esq plt vs Joseph Hinds of Greenwich in the same County yeoman deft. in a plea of the case for that the deft on the 7th of July last by his note promised him to pay him £7.0.9 on Demand with Use & by his other note £4.0.8 q^{to} on Demand with use as p^r the Writ may be seen at Large - The plt appears - The Deft. tho three times publicly called doth not appear but makes Default - It is therefore considered by the Court that the said John recover against s^d Joseph eleven pounds twelve Shillings and eight pence lawful money Damages & Cost of Court taxed at one pound thirteen Shillings & seven pence. Excⁿ is June 11th 1761.

John Merrett of Providence in the Colony of Rhode Island & Providence Plantations Merchant plt. vs John Harwood yeoman Ephraim Patch yeoman and David Pulipher yeoman all of the Place called Ware River Precinct in the County of Hampshire defts. in a plea of Ejectment whereon He demands against the Defts Two thousand three hundred & eighty five acres of Land (with the Appurtenances) lying in the equivalent Land in the Manor of Peace in s^d Ware River Precinct bounding as follows viz Beginning at the Northeast Corner of the Division ladd out to W^m Read in s^d Manor at a heap of Stones on the North Side of a Rocky Side Hill in the Line called the Division Line of said Manor thence running Westwardly in said William Read's northerly Line and bounded by it to his Northwest corner at Swift River thence Northerly by s^d Swift River to y^e Northwest corner of said Manor to a Stake and Stones by the River thence East Eleven Degrees fifteen minutes North about fourteen hundred & eighty Rods partly on Greenwich and partly on Hardwick South Lines to the Northeast corner bounds of said Manor being a Stake & Stones thence South Two hundred and Sixty Rods to a Stake and Stones by the west Side of a Poplar Swamp the Stake mark. H^d on y^e North Side and A.M only South & standing in the east Line of said Manor - from Thence

Merrett } from thence running west eleven Degrees fifteen minutes South seven
 Hundred ninety Six Rods to the said Division Line to a White oak Stake by
 Enos Allen's fence about twenty Rods South of the House thence South one
 Hundred Rods to the S^d William Read's Northeast corner aforesaid with the
 Appurtenances and Whereon said John Merrett says that he within twenty
 years last past in a time of Peace was seised of the Land aforesaid with
 the Appurtenances in his Demesne as of fee taking the profits thereof to
 the Value of twenty pounds a year since which the S^d John Harwood
 Ephraim Patch and Pulsifer have illegally and without Judgment
 entered therein disseised the said John Merrett the Plt thereof and un-
 justly hold him out to his Damage Two thousand Pounds - And the Deft^s
 abovenamed by Joseph Hawley Esq^r their Att^r come and defend and say
 that they are not Guilty in manner and form as the Plt in his Decon
 against them has alledged and thereof put themselves on the Country -
 And the said John Merrett by John Worthington Esq^r his Att^r comes and
 saving to himself the Liberty of waving his Demurrer at the Superior
 Court and then joining the Issue tendered now says that the plea afores^d
 by the Deft^s above pleaded is an Insufficient Answer to his Declaration
 and that by the Law of the Land he is not holden to answer thereto w^{ch}
 he is ready to verify wherefore he prays Judgment of the Deft^s plea afores^d
 and Judgment for his Costs - And the Deft^s by their S^d Att^r agreeing thereto
 say their plea afores^d is sufficient and thereof pray Judgment -
 Whereupon all and singular the Premises being inspected and fully understood
 by this Court and upon demure Deliberation thereof had, forasmuch as it
 appears to this Court that the plea aforesaid of the Deft^s is sufficient to
 preclude the S^d John & Plt from proceeding & It is therefore considered
 that the said John Harwood Ephraim Patch and David Pulsifer recover
 against the S^d John Merrett their reasonable Costs -

The plt by his S^d Att^r Appeals from the Judgment of this Court to the
 Superior Court of Judicature to be holden at Springfield within and for
 the County of Hampshire on the fourth Tuesday of September next Who
 Recognizes with Sureties as the Law directs for the Appellants prope-
 uring his Appeal with Effect as by S^d Recognizance on file appears.

Spencer } Zezekiah Spencer of Somers in the County of Hartford and Colony of Connecticut
 or } yeoman plt vs Zezekiah Cooley of Springfield in the County of Hampshire
 Cooley } yeoman deft. in a plea of the Case for that the deft at S^d Springfield on the
 16th Day of December 1760 by his Note of that date for value rec^d promised
 the Plt. to pay him Seventeen pounds lawful money within three months
 from the Date of S^d Note with the lawful Interest of the same till paid
 yet the deft. tho^t after requested hath not paid the same or any part of it
 but unjustly refuses so to do to the Damage of the plt. Twenty pounds.
 The deft by Charles Phelps Esq^r his Att^r comes and defends and pleads that
 the Plt^s Writ is bad and ought to quash because it is therein aver^d abso-
 lutely that the non Payment of the sum promised is to y^e Damage of
 the S^d Spencer Twenty pounds & as is at large set forth on file - Which
 Plea and the Matters therein contain'd being fully inspected & understood
 by the Court and the said Plea appearing to this Court Insufficient &
 It is considered that the Writ do not abate - Saving Which Plea of Abate-
 ment the deft. further pleads and says, having reserved Liberty to himself to
 make

make a new plea on the Trial of the Appeal, that he is not guilty of $\frac{1}{4}$ Assault as alledged in the Writ and of this puts Himself on the Country Contin.
And the P^{lt}. by John Worthington Esq^r his Att.^r consenting to said Reservation says the aforesaid Plea is an insufficient Answer to his Declaration and that he is not bound by the Law of the Land to make Answer thereto Which he is ready to prove & thereof prays Judgment and Judgment for his Cost - And the Deft. says his plea is sufficient. Whereupon all and singular the Premises being viewed and fully understood by this Court and as it seems to this Court that the deft's plea is not sufficient to preclude the P^{lt}. & It is therefore considered that the said H^{er}eziah Spenser recover against the said H^{er}eziah Cooley Seventeen pounds 14/10^d lawful money Damages and Cost of this Suit tax at one pound 12/8 - The deft. by his 2^d Att.^r appeals from the Judgment of this Court to the Super^r Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next Who recognizes with Sureties as the Law directs for the Appellant's prosecuting his appeal with Effect as by said Recognizance on file appears.

William Eastman of South Hadley in the County of Hampshire Yeoman P^{lt}. or William Gaylord of $\frac{1}{4}$ Same place Yeoman Deft. in a plea of $\frac{1}{4}$ Case Eastman
Gaylord
for that the deft. there on the 13th of April last by his note for value rec^d. promised the p^{lt}. to pay him £3. 12. 11 lawful money on Demand with the lawful Interest of it till paid Which tho' often thereto requested he hath never done but unjustly neglects to the Damages of $\frac{1}{2}$ Eastman five pounds. And the deft. by Charles Phelps Esq^r his Att.^r comes and defends and pleads to abate the Writ (as may be seen at Large on file) - Which plea of the deft. being fully known to the Court and inasmuch as the same appears to the Court to be an insufficient plea & It is considered that the Writ do not abate - Saving which the deft. further pleads on Reserving to Himself Liberty to make a new plea on the trial of the appeal & says that he is not guilty in manner and form as the P^{lt}. in his Declaration has alledged and thereof puts Himself on the Country - And the P^{lt}. by John Worthington Esq^r his Att.^r consenting to $\frac{1}{2}$ Reservation says the deft. plea is an insufficient Answer to his Declaration & that by the Law of the Land he is not bound to make answer thereto and thereof prays Judgment - And the deft. by his 2^d Att.^r says his plea is sufficient. Whereupon all & singular the Premises being diligently inspected and fully known & understood by the Court and inasmuch as it seems to this Court that the deft's plea is insufficient & It is therefore considered that the $\frac{1}{2}$ William Eastman recover ag^t the said William Gaylord three pounds 13/5^d lawful money Damages and Cost of Court tax at one pound 14/2^d. - The deft. by his 2^d Att.^r appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next Who recognizes with Sureties as the Law directs for the Appellant's prosecuting his appeal with Effect as by said Recognizance on file appears -

Bildad Fowler of Westfield in the County of Hampshire Yeoman P^{lt}. or Jacob Kibbe of Monson in the same County Yeoman Deft. in a plea of the $\frac{1}{2}$ Case Fowler
Kibbe
demanding twelve pounds 10/ which the deft. by his note on the 6th of August last promised on Demand with use but tho' demanded has not paid it &c - The p^{lt}. appears - The deft. being three times called makes Default of

212 - Default of Appearance in Court - It is therefore considered by the Court that the said Bildad recover against the said Jacob thirteen pounds one Shilling and three pence lawful money Damages and Cost of Court tax at one pound Seventeen Shillings and eleven pence
Ex^{is} 5th April 1762

Fowler
vs
Bailey } Bildad Fowler of Westfield in the County of Hampshire yeoman plt. vs
Joseph Bailey of a New Township commonly called N^o one in the S^c
County of Hamph^r yeoman def^t. in a plea of the case demanding ag^t
J^d Def^t. 26/8/4 which by his note on the Eighth of February 1760. He pro-
mised one Samuel Sedgwick on Demand with int^r and also the sum
of £10. lawful m^y which the def^t promised by his note on the 25th of May
1759. One Samuel Sedgwick or his order by the 21st of May last part
of which J^d Def^t afterwards paid S^c Sam^l viz £5. 11. 7. the residue of it
with J^d Interest and the Whole of the other the S^c Samuel ordered the
def^t to pay the plt^r as in the Writ on file is at large set forth -
The plt^r appears. The def^t being three times publicly exacted does not
come into Court - It is therefore considered by the Court that the S^c
Bildad recover against the S^c Joseph the sum of £ lawful
mony Damages and Cost of Court tax at one pound 17/11th -

Same
vs
Rowley } Bildad Fowler of Westfield in the County of Hamph^r yeoman plt^r vs
Thomas Rowley of the same place yeoman def^t in a plea of the case for J^d
the def^t there on the 29th of February 1760 by his note for Value rec^d pro-
mised the plt^r to pay him thirteen pounds 1/6. lawful money on Demand
with Interest till paid yet tho' often requested hath never done it but
unjustly neglects it viz^t plt^r Damage Sixteen Pounds - The plt^r ap-
pears. The def^t tho' three times publicly exacted does not come into
Court but makes Default of Appearance - It is therefore considered by
the Court that the said Bildad recover against the S^c Thomas fourteen
pounds one Shilling and a penny 1/12 lawful money Damages & Cost
of Court tax at one pound 13/7. After all which the Def^t by John
Worthington Esq^r his Att^r comes into Court and appeals from the
Judgment of this Court to the Superior Court of Judicature to be held
at Springfield within and for the County of Hampshire on the fourth
Tuesday of September next Who recognizes with Sureties as the Law
directs for the Appellant's prosecuting his Appeal with Effect as
by said Recognizance on file appears -

Same
ag^t
Watson } Bildad Fowler of Westfield in the County of Hamph^r yeoman plt^r.
vs James Watson of S^c West^d yeoman def^t in a plea of the case wherein
He demands ag^t J^d Def^t. £11. 14. 6 which he promised the plt^r by his
Note of the 16th of April 1760. on Demand with int^r as J^d the Writ is
fully set forth The plt^r appears. The def^t being three times called to
come into Court makes Default of Appearance - It is therefore
considered by the Court that the S^c Bildad recover against the said
James twelve pounds ten Shillings & three pence lawful money -
Damages & Cost of Court tax at one pound 12/9th -

Same
ag^t
Granger } Bildad Fowler abovenamed plt^r vs Daniel Granger of West^d aboves^c.
yeoman Def^t. in a plea of the case demanding thirty one pounds 13/1 which
the Def^t on the Sixth of May 1760 promised him on Demand with Interest
as J^d Writ appears - The plt^r appears. The Def^t tho' three times publicly
called to come into Court does not come but makes Default - It is

It is therefore considered by the Court that the said Bildad recover ag^t the said Daniel thirty three pounds twelve Shillings and eight pence lawful money Damages and Cost of Court tax at one pound 13^s 5^d.

Ex^{ca} is 5th April 1762

Bildad Fowler of Westfield in the County of Hampshire yeoman plt. vs Hezekiah Sumner of a place called N^o three in said County Gent^l Def^t. in a plea of the Case demanding £4.1.6 money which the Def^t on 7th 11th of August 1760. by his note promised him on Demand with Interest and also forty one pounds 11/0^p for sundry articles &c as in the Writ bearing date the 16th of Feb^y last is fully set forth - The plt. appears - The Def^t tho three times publicly exacted does not appear in Court - It is therefore considered by the Court that the s^d Bildad recover against the s^d Hezekiah the Sum of £45.17.0^p lawful money Damages & Cost tax at £1.15.1 -

Abraham Van Borshek of Lunenburg in the County of Albany in the Province of New York Trader plt. vs George King of Sheffield in the County of Hampshire Gent^l and a Deputy Sheriff of the same County Def^t in a plea of Trespass for that the Def^t on the 29th day of Oct^r last at Sheff^{ld} aforesaid with force and arms took from the Plt a large quantity of his Goods and merchandizes of the Value of one hundred and Seventy pounds the Particulars whereof are in the Schedule annexed to the Writ express'd and carried them away to the Damage of the said Abraham as he saith one hundred and eighty pounds - Ordered by the Court that this Case be continued to the Inferior Court of Common Pleas to be holden at Springfield in and for the County of Hampsh^r on y^e last Tuesday of Aug^t next.

Benjamin Hall of Infield in the County of Hampshire yeoman otherwise called Benjamin Hall of Infield in the County of Hartford & Colony of Connecticut yeoman plt. vs Jacob Ribbe of Monson in the County of Hampsh^r yeoman Def^t in a plea of the Case demanding Seven pounds. s^d Def^t promised him as by the Writ bearing date the 20th of April last is to be seen - The plt. appears - The Def^t tho three times publicly exacted does not appear - It is therefore considered by the Court that the said Benj^a recover against the said Jacob seven pounds lawful money Damages & Cost of Court tax at one pound thirteen Shillings and nine pence -

Samuel Smith of Westfield in the County of Hampshire yeoman & Miriam Smith his Wife of s^d Westfield Housewife | said Miriam being formerly Miriam Ashley of s^d Westfield Wid^o & Gentlewoman | plt. vs Abijah Smith lately of s^d Westfield yeoman Def^t in a plea of the Case demanding £95 worth of good bar Iron or good wheat or beef or pork to be delivered at Woborn within twelve Months from the sixteenth of Sept^r 1756 as by the Writ bearing date the first of April last fully appears - The plt^s appear - The Def^t tho three times publicly exacted does not appear - It is therefore considered by the Court that the s^d Samuel Smith and Miriam Smith recover against the said Abijah Smith s^d Sum of £ lawful money Damages and Cost of Court tax at one pound twelve Shillings and seven pence -

Luke Blif of Springfield in the County of Hampshire gent^l plt. vs Richard Wilde of the District of Amherst in the same County yeoman Def^t in a plea of the Case demanding Two pounds 4^s 5^d which the Def^t on the 17th of July 1753 promised the plt by his note on Demand with Interest but has not paid - &c as per Writ -

(continued) The plt. appears - The Deft. tho' three times publicly excoited does not come into Court - It's therefore considered by the Court that the said Luke recover against the said Richard three pounds five Shillings & two pence lawful money Damages & Cost of Suit last at one pound 13/7 -
Excoit is? 8th July 1761 -

Harman
vs
Grainger Joel Harman of Suffield in the County of Hampshire yeoman otherwise called
Seth Harman of Suffield in the County of Hartford and Colony of Connet-
ticut in New England yeoman plt. vs Daniel Grainger of Westfield in
said County of Hampshire yeoman deft in a plea of the Case for that the
def't at said Westfield on the fourteenth of April last owed the plt. £4.2.6.
lawful money and by his order of that date requested Mr. Elisha Parks
to pay s^d sum to y^e plt. Who afterwards then presented the s^d Order to s^d
Elisha and requested he would pay the same which he s^d Elisha refused to
do and protested the s^d Order of all which the def't. instantly had Notice
and so action accrues to y^e plt. to have y^e same sum of y^e def't which the
requested he refuses to pay the plt. to his Damages five pounds -
The plt. appears - The Def't. tho' three times publicly excoited does not come
into Court - It is therefore considered by the Court that the said Joel
Harman otherwise called Seth Harman recover against the s^d Daniel
Grainger four pounds two Shillings and six pence lawful money Dam-
ages and Cost of Court last at one pound 12/7 - After all which the def't. by
John Worthington Esq. his Attorney comes into Court and appeals from
the Judgment of this Court to the Superior Court of Judicature to be held
at Springfield in and for the County of Hampshire on the fourth Tues-
day of Sept^r next Who recognizes with Sureties as the Law directs for the
Appellant's prosecuting his Appeal with Effect as by s^d Recogn^{on} on file appears.

Cooley
vs
Church Aaron Cooley of Springfield in the County of Hampshire yeoman plt. vs Ma-
lachi Church of Hadley in the Same County yeoman def't. in a plea of the
Case for that y^e def't at s^d Springfield on the tenth of May 1760 by his note
for Value rec^d promised the plt. to pay him four pounds lawful money by y^e
last of Nov^r then next with Interest til paid yet the def't. tho' often re-
quested hath not fulfilled his said Promise but unjustly neglected it
to the plt. Damage five pounds - The plt. appears - The def't. tho' three
times publicly excoited doth not appear but makes Default -
It is therefore considered by the Court that the said Aaron recover against
the said Malachi four pounds 5/11^p lawful money Damages and Cost of
Court last at one pound thirteen Shillings and a penny - After all which
the def't. by Charles Phelps Esq. his attorney comes into Court and appeals
from the Judgment of this Court to the Superior Court of Judicature to be
holden at Springfield within and for the County of Hampshire on the
fourth Tuesday of Sept^r next Who recognizes with Sureties as the Law
directs for the Appellant's prosecuting his appeal with Effect as
by said Recognizance on file appears -

Hutchins
vs
Walker Benj^a Hutchins of Suffield in the County of Hampshire yeoman otherwise of
Suffield in the County of Hartford & (as in y^e writ) plt. vs Tim^s Walker of a
New Township called Number four in the s^d County of Hampshire yeoman
def't. in a plea of the Case demanding four pounds the def't. by his note on y^e
22^d of April 1760 promised him by y^e 25th of Dec^r last but has not paid -
The plt. appears - The def't. tho' three times publicly called does not appear
but makes Default -

It is -

It is therefore considered by the Court that the P. Benjamin recover against the said Timothy four pounds lawful money Damages and Cost of suit tax at one pound sixteen Shillings and eleven pence —

William Brooks Just. of Enfield in the County of Hampshire yeoman other
-wise called & as in the Writ 7 plt vs Joseph Brooks of Ware River in said } Brooks
County yeoman Deft. in a plea of the Case demanding £7.0.0. lawfull money } Brooks
which & deft by his note on the first of Sept. 1759. promised & as fe of Writ
on file - The plt. appears - The Deft. being three times called made De-
fault of Appearance in Court. It is therefore Considered by the Court y^t
the s^r. William Recover against the s^r. Joseph Seven pounds 14/8 - law-
ful money Damages and Cost of Court Tax at one pound 15/11 -

John Hamocks of Springfield in the County of Hampshire yeoman plt.
or Cornelius Jones of the same Springfield gent. deft. in a plea that the
said Cornelius render to said John his reasonable account for the time he
was Receiver of the Goods and Chattels and monies of the said John &c as
is particularly shewn in the plt. Writ bearing Date the 29th of April
last. And the deft above named by Joseph Hawley Esq his Attorney comes
and says he has been always ready to render his reasonable account to the
plt. of Notes and other things mentioned in the plt. Writ with the
Receipt whereof he is charged therein and that he is still ready and prays
that Auditor may be appointed to audit his account thereof - And the
John by John Worthington Esq his Attorney comes here and protesting
that the said Cornelius has not been always ready to render him his rea-
sonable account of the Notes and accounts mentioned in his Writ as the
said Cornelius in his plea above pleaded avers prays likewise that Au-
ditors may be appointed to audit the Account thereof - And Luke Blip
and Edward Pyncheon both of S. Springfield gent. are appointed by this
Court to audit the Account which the said Cornelius may render of the
Goods Chattels and monies of the said John which he received of S. John
for the time he was Receiver of such goods Chattels and monies of S. John
as are specified in said Writ and to settle the same Who are to make
Report of What they shall do in the Premises to this Court at their next
Session to be at this same Springfield on the Last Tuesday of August next
And the Action is continued in the mean time audiously

Obadiah Cooley of Springfield in the County of Hampshire gent. plt. vs —
Nathan Smith of Monson in the same County yeoman deft. in a plea of $\frac{1}{2}$ Cooley
Case demanding of the deft four pounds which he promised the plt. by his note Smith
dated the 16th of April 1759 to pay him by 4th of March then next & also
four pounds more which he by his note of the eleventh of April 1760 promised
the plt to pay him or his order by the last of March then next with interest
both which promises he has failed of performing &c — The plt appears — The
def. tho' three times publicly excoited doth not appear — It is therefore
Considered by the Court that the said Obadiah recover against the said
Nathan Eight pounds five Shillings and five pence lawful money Dam^s
and cost of Suit tax at one pound eleven Shillings and eleven pence.

Benazer Moulton of Brimfield in the County of Hampshire gent. plt vs -
Benj: Green of Western in the County of Worcester yeoman def. in a plea of { Moulton
the ass. £2.12.11 which he promised the plt by his note of the 20th of Feby last { Green.
to pay him on Demand with Interest but has not done it tho requested
the

The plt appear - The def^t. tho three times publicly excoited doth not come into Court. It is therefore Considered by the Court that the said Ebenezer recover against the said Benjamin Two pounds thirteen Shillings and eight pence half penny lawful money Damages and cost of Court taxed at Two pounds and one penny - *Ex^{ra} Wed Aug^h 3 - 1768*

Moulton } Ebenezer Moulton of Brimfields in the County of Hampshire gent. plt vs
or
Elwell } Thomas Elwell of Hardwick in the County of Worcester yeoman def^t. demanded
four pounds 12/ to balance accounts according to the amount on file & as is fully set forth in the Writ bearing date the 30th of April last -
The plt. appear. The def^t. tho three times publicly excoited doth not come into Court - It is therefore Considered by the Court that the said Ebenezer recover against the said Thomas four pounds twelve Shillings lawful money Damages and cost of Court taxed at two pounds one Shilling and three pence - *Ex^{ra} Wed Aug^h 3 - 1768*

Eastman } William Eastman of South Hadley in the County of Hampshire yeoman
or
Smith } plt. vs Josiah Smith the Second of said S. Hadley yeoman def^t in a plea of
the case for that said Josiah at said South Hadley on the fourteenth of March last past by his note for Value Received promised said William to pay him four pounds one Shilling lawful money on Demand with lawful Interest for the Same till paid yet the def^t tho often requested has not paid the same or any part of it but unjustly neglects to do it to the Damage of the s^d W^m five pounds - And the def^t. by Charles Phelps Esq^r his attorney comes into Court and defends & for plea says that the plt. Writ is bad and ought to abate because he has therein alledged absolutely that the non performance of the promise set forth in y^e same is to the plt. Damage five pounds which ought not to have been so express'd but it ought to have been express'd in this manner "to the Damage of s^d W^m as he says &c" & this he is ready to verify &c - Which plea being inspected & fully known and understood by the Court is adjudged insufficient &c and the plt. Writ does not abate - Saving the plea in abatement the Def^t after reserving Liberty to make any new plea by his Att^r. abovesaid further says that he is not guilty as in the Writ is alledged - And the plt. by John Worthington Esq^r his Attorney consenting to said Reservation saith that the def^t. plea above pleaded is an insufficient answer to his Declaration and that he is not bound by the Law of the Land to make answer thereto and of this may Judgment - And the def^t says his plea is sufficient - Whereupon all & singular the Matters and things contained in the last foregoing plea &c being viewed and fully understood by this Court & forasmuch as it appears to this Court that y^e def^t. plea is insufficient &c It is therefore Considered that the said William recover ag^t the said Josiah four pounds one Shilling and eleven pence lawful money Damages & Cost of this Suit taxed at one pound fourteen Shillings and two pence - The def^t by his s^d Att^r. appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next who recognizes with Sureties as the Law directs for the Appellants prosecuting his appeal with Effect as by s^d Recognizance on file appears -

Shaw } William Shaw of Palmer in the County of Hampshire yeoman plt. vs Mark
or
Ferry } Ferry of Monson in the Same County yeoman def^t in a plea of Trespass
for that said Mark at said Monson on the tenth day of ~~March~~ March last past and at diverse days and times between said Tenth day of March & the 26th day of April last past -
did -

did with force and arms break and enter one Close of the said William lying at a Place called Chicobee Hill in said Monson and did then and there with force and arms cut fell and destroy thirty three of the plaintiff's trees then and there growing in said Close of the Dimension of one foot Diameter and also the deft then and there with force and arms did cut fell and destroy one hundred and fifty four poles of the plt's standing and growing in said Close under the Dimension of one foot Diameter contrary to one Law of this Province in that Case made and provided in the twelfth year of the Reign of his majesty's royal Predecessor George the First intitled an Act in Addition to and for rendering more effectual an Act made in the tenth year of the Reign of King William the Third Intitled an Act for preventing of Trespasses Whereby by Virtue of said act said Mark hath forfeited to said William for each and every of said thirty three Trees of one foot over forty Shillings and for each and every of said one hundred fifty four poles twenty Shillings amounting in the whole to the Sum of two hundred and twenty pounds yet the said Mark tho' often requested hath never paid the same to the plt. nor any part thereof tho' forfeited as aforesaid but he unjustly neglects it to the said William as he saith Two hundred and fifty pounds - And the deft. by Charles Phelps Esq/ his attorney comes and Defends and for plea saith (upon Reserving to Himself Liberty to make any new plea on the Trial of the appeal) He is not ready through his Incompetency to make any answer to the Plaintiff's Declaration and thereof puts Himself on the Country - And the plt. by John Worthington Esq/ his Attorney comes and consenting to the deft's Reservation says the deft's plea above pleaded and the Matters therein contained are an Insufficient answer to his Declaration and that he is not bound by the Law of the Land to make answer thereto - And the deft. says his aforesaid Plea is sufficient - Whereupon all and singular the Premises being viewed diligently inspected and fully understood by this Court and so far as it seems to this Court that the plea of the deft. aforesaid is not sufficient & so forth - It is Considered that the said William recover against the said Mark the Sum of Two hundred and twenty pounds lawful money Debt and Cost of this Suit taxed at one pound Sixteen Shillings and four pence -

The deft. by his said attorney appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next Who Recognizes with Sureties as the Law directs for the Appellant's prosecuting his appeal with Effect as by said Recognizance on file appears -

John Bancroft of Westfield in the County of Hampshire Gent. plt. vs Josiah Parks of said Westfield yeoman deft. demanding £5.11. which the deft. by his Note dated the sixth of June last promised one Samuel Smith to pay him on his Order on Demand with Interest Who afterwards the same day ordered & Deft to pay the same to y^e plt. as by the Writ on file is fully set forth - The plt. appears - The deft. tho' three times publicly exco'ted hath not come into Court - It is therefore Considered by the Court that the said John recover ag^t the said Josiah five pounds 17/5 lawful money Damages and Cost of Court taxed at one pound thirteen Shillings and seven pence.

Elisha Parks of Westfield in the County of Hampshire gent. plt. vs Daniel Noble of the same Westfield yeoman deft. in a plea of the Case demanding five pounds 15/4 for sundry articles of Account as by the plt's Writ on file bearing Date the 28th of April last fully appears - The

Continued The plt appears & The Deft tho' three times publicly excoited doth not come into Court - It is therefore considered by the Court that the said Elisha recover against the said Daniel five pounds fifteen Shillings & four pence lawful money Damages & Cost of Court taxt at one pound 12/3 -

Keith
or
Wait } John Keith of Hartford in the County of Hartford and Colony of Connecticut Gent. plt. or Benjamin Wait of Springfield in the County of Hampshire yeoman deft. in a plea of the Case for that s^d Benj^d at s^d Springfield on y^e Sixteenth of May 1758 by his note for Value rec^d promised said John to pay him or order eight pounds & eight pence lawful money on Demand with lawful interest for the same till paid yet the Deft. tho' often requested hath never fulfilled his s^d Promise but unjustly neglects it to the Damage of the said John eight pounds - The plt. appears - The Deft. tho' three times solemnly called to come into Court doth not come but makes Default - It is therefore considered by the Court that the said John recover against the said Benjamin four pounds Six Shillings and four pence lawful money Damages And Cost of this Suit taxt at one pound Seventeen Shillings and three pence - After all which the Deft comes into Court and appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and recognizes with Sureties as the Law directs to prosecute his appeal with Effect as by s^d Recogⁿ on file appears.

Lynnon
or
Cooley } George Lynnon of Springfield in the County of Hampshire Gent. plt. or Moses Cooley of s^d Springfield gent. deft. in a plea of the Case demanding against s^d Moses eight pounds 2/ lawful money which by his note on the 19th of January 1757. he promised the plt. on Demand with Interest &c as is fully set forth in y^e Writ. The plt. appears - The deft tho' three times publicly excoited doth not come into Court - It is therefore considered by the Court that the s^d George recover against the s^d Moses eight pounds Seven Shillings and ten pence lawful money Damages and Cost of Court taxt at one pound eight Shillings and three pence -

Vincent
or
Williston } Ambrose Vincent of Boston in the County of Suffolk yeoman plt. or Joseph Williston of Springfield in the County of Hampshire yeoman deft. in a plea of the Case demanding three pounds lawful money which the deft by his note on the 28th of November 1757. promised the plt. to pay him or his order on Demand as is more fully set forth in the Writ - The plt. appears - The deft. tho' three times publicly excoited doth not come into Court. It is therefore considered by y^e Court that the s^d Ambrose recover ag^t s^d Joseph three pounds law^d Money Dam. and Cost of Court taxt at Two pounds eighteen Shillings & three pence -

Bispe
or
Smith } Ezehiel Bispe of Torrington in the County of Litchfield and Colony of Con. necticut Gent. plt. or John Smith & Thomas Smith Jun^r both of Springfield in the County of Hampshire yeomen deft^s in a plea of the Case demanding £12.0. lawful money which the deft^s by their Note on the Seventh of Jan^y 1757 promised the plt to pay him within Sixth with the Interest but have done it to this Day - The plt appears - The deft^s tho' three times publicly excoited do not come into Court. It is therefore considered by the Court that the said Ezehiel recover against the s^d John & Thomas eight pounds Seventeen Shillings and eight pence two farthings lawful money Damages and Cost of Court taxt at Two pounds five Shillings and eleven pence -

Exc^oon is^d 15. June 1761 -

Ebenezer Mills of Symsbury in the County of Hartford in the Colony of Conne-⁹ Mills
ticut Gent. plt. vs Israel Hope lately of Granville in the County of Hampshire
yeoman deft in a plea of the Case for that s^d Israel at s^d Springfield on the 7th Hope
of April 1760 by his note for value rec^d. promised said Ebenezer to pay twenty
one pounds 10/3. lawful money on Demand with lawful interest for the same
till paid yet said Israel tho' often requested hath never paid the same or
any part thereof but unjustly neglects to do it to the Damage of s^d Ebenezer
twenty five pounds - The plt appears - The deft. tho' three times publicly
called to come into Court doth not come but makes Default. It is therefore
Considered by the Court that the s^d Ebenezer recover against s^d Israel the
Sum of twenty three pounds eight Shillings and three farthings lawful
money Damages and Cost of Court tax at one pound eighteen Shillings
and nine pence - After all which now at this same term the deft. by
John Phelps gent. his atty comes into Court and appeals from the judg-
ment of this Court to the Superior Court of Judicature to be holden at
Springfield within and for the County of Hampshire on the fourth Tuesday
of September Next who recognizes with Sureties as the Law directs for the
Appellant's prosecuting his appeal with Effect as by s^d Recogⁿ on file appears -

Ebenezer Moulton of Brimfield in the County of Hampshire Gent. plt. vs - } Moulton
David Wallis of the same Brimfield gent. deft. in a plea of the Case de- } Wallis
manding nine pounds 11/ which the deft. by his note on the ninth of July 1760.
promised the plt to pay him or order by the first of August then next with
lawful Interest which he has not done - The plt appears - The deft. tho' three
times publicly exacted doth not come into Court - It is therefore considered
by the Court that the s^d Ebenezer recover against the s^d David ten pounds 11/
lawful money Damages and Cost of Court tax at two pounds nine pence
Ex^{co} 15th June 1761 -

John Moreley of Westfield in the County of Hampshire gent. plt. vs Preserved } Moreley
Clap of the same Westfield yeoman deft. in a plea of the Case demanding } Clap
three pounds 10/4. for sundry articles of Account according to y^e plt's account
on file & as by the Writ on file is more fully set forth - The plt. appears -
The deft. tho' three times publicly exacted doth not come into Court -

It is therefore considered by the Court that the said John recover against
the said Preserved three pounds ten Shillings and four pence lawful money
Damages and Cost of Court tax at one pound thirteen Shillings & a penny -

Oliver DeLancey Esq Beverly Robinson & James Parker all of the City of DeLancey
New York in the Province of New York merchants in Company plt^s vs } Esq &c
Philip Samuel late of Kinderhook in the County of Albany & Province of } Samuel
New York Trader & Henry Madurai late of Lunenburg in the County of }
Albany in the said Province of New York traders defts. in a plea of trespass
on the Case wherein the s^d Oliver Beverly and James demand ag^t said
Philip and Henry £1720. 0. lawful money of said Province (equal to
£1296. 0. 0. lawful money of this Province) for sundry goods Wares and mer-
chandises which they had rec^d of the plt^s & as by the plt's Writ on file dated
the thirtieth Day of Oct^r last is more fully set forth - The Plt^s by John
Worthington Esq their Att^r appear. The deft^s tho' three times publicly
exacted do not come into Court - It is therefore considered by the Court that
the said Oliver Beverly and James (merchants in comp^y as afores^d) recover ag^t
the s^d Philip and Henry the Sum of one Thousand two hundred & ninety six
pounds lawful money. Damages and Cost of Court tax at five pounds 5/7^d.
Ex^{co} 15th June 1761.

Fowler } Bildad Fowler of Westfield in the County of Hampshire yeoman plt.
 or } vs William Williams of a place commonly called Pantoojuck in the
 Williams } same County Esq^r Deft. in a plea of the Case demanding thirteen pounds
 six Shillings and eight pence lawful money which the Deft by his note
 on the 25th of April 1760. promised the plt within three months and if
 not paid then the lawful Interest till paid &c as by the Writ on file is
 at large set forth. The plt. appears - The Deft. thr^o three times publicly
 exacted doth not come into Court. It is therefore Considered by the Court
 that the s^r Bildad recover against the s^r William fourteen pounds
 lawful money Damages and Cost of Court tax at two pounds, & seven pence.

Graves } Moses Graves of Hatfield in the County of Hampshire Gent. plt. vs Perez
 or } Bardwell of the same Hatfield yeoman Deft. in a plea of the Case wherein
 Bardwell } He demands ag^t y^e Deft. £8. 15. 5 ³/₄ which he says the Deft owed him & promis^d
 him he would pay him on the Last of December last - The parties appear.
 And the Deft. here in Court tendering to the plt. five pounds eight Shill^s
 which the plt. accepts and receives as part of his present demand the
 Parties agree to refer the residue of this demand and all their other de=
 mands on each other to the final Determination of the following persons
 or any two of them viz Lieut^t Joseph Billing (chose by y^e Plt) Capt. Dan^l
 White (chose by the Deft) and Capt. Seth Dwight who is appointed by the
 Court all of s^r Hatfield Who are to hear the s^r Parties Consider the
 residue of the plt^{'s} present demand afores^d and all the other demands of y^e
 said Parties and to make report to this Court at their next session on
 the Last Tuesday of August next to which Term y^e Case is continued.

Younglove } Jonathan Younglove of Sheffield in the County of Hampshire yeoman
 or } Comp^t vs John Williams of the same Sheffield yeoman - which s^r Jon^s here
 Williams } in Court by Mark Hopkins gent his att^o complains that the s^r Jon^s at s^r
 Sheffield on the eighth of Dec^r last before Joseph Dwight Esq^r one of his
 Majesty's Justices of the peace for s^r County by the Consideration of s^r Justice
 returned Judgment ag^t s^r John for £1. 19. Dam^s & 20th of Suit from
 which Judgment the s^r John appealed to this Court but hath failed to pro=
 secute the same, therefore praying affirmation of the s^r Judgment with
 additional Cost - & it is affirmed accordingly - It is therefore Considered
 by the Court that the s^r Jonathan recover against the said John the
 Sum of one pound nineteen Shillings lawful money Damages & Cost of
 Court tax at four pounds twelve Shillings and ten pence.

Baker } Simon Baker of Windsor in the County of Hartford and Colony of Connecticut.
 or } yeoman by Mark Hopkins gent his att^o Complains against Warham Williams
 Williams } of Sheffield in y^e County of Hampshire yeoman and shews that the s^r Simon
 on the Sixth of Feb^r last before Joseph Dwight Esq^r at s^r Sheffield recovered
 a Judgment ag^t s^r Warham for thirty nine Shill^s Dam^s & 30th of Cost of Court
 from which he appealed to this Court & recognized to prosecute his appeal &
 but has failed The s^r Simon therefore prays affirmation of the former
 Judgment with additional Cost - & it is accordingly affirmed.
 It is therefore Considered by the Court that the said Simon recover ag^t the
 s^r Warham thirty nine Shillings lawful money Damages & Cost tax at
 three pounds sixteen Shillings and nine pence -

Abner Pease of New-Marlborough in the County of Hampshire yeoman - having commenced a suit against Jonathan Whaples of a place called Number one in the same County yeoman to have ^{been} now heard & considered, but discontinued the same the s^d Jonathan by Mark Hopkins Gent. his attorney comes and prays a Judgment of this Court for his Cost occasioned thereby -

Whaples
Pease

It is therefore Considered by the Court that the said Jonathan recover against the said Abner his Cost occasioned to him by s^d Suit last at one pound - fourteen Shillings and nine pence lawful money

John Murray of Rutland in the County of Worcester Esq. having commenced his Suit against Samuel Sedgwick of the place called N^o One in the County of Hampshire yeoman and Ezekiel Thomas of a place called N^o Three in s^d County yeoman for their failure of performing a certain promise by them made him to have been now heard but discontinued the same s^d ~~Samuel~~ Ezekiel by Mark Hopkins Gent. his Att^o comes and complains that at the s^d Suit of s^d John his goods were attached and the s^d Ezekiel was commanded by lawful summonses to appear here and answer to s^d John & he therefore prays he may have a Judgment & for his Cost occasioned by the suit of s^d John above said - It is therefore Considered by the Court that the s^d Ezekiel recover against the s^d John his Cost occasioned as afores^d last at one pound 13/3^d

Sedgwick
Murray

Afterwards the s^d Mark comes and protests in the following words - viz "Be it remembered that this action was entered through mistake the Complainant having unbeknown to their Att^o agreed to pay the Sum in the Action sued for"

Jonathan Bardwell of Coldspring in the County of Hampshire yeoman by John Worthington Esq. his attorney humbly shews to this Court that at a trial before the worshipful Samuel Mather Esq. one of his Majesty's Justices of Peace for s^d County by the Consideration of the s^d Justice he recovered Judgment against Salmon Kenfield of s^d Coldspring yeoman for 17/11^d lawful money Darn^t and Cost of suit last at 42/9. from which Judgment s^d Salmon appealed to this Court & recognized to prosecute his appeal with effect but has failed to do so. he therefore prays Affirmation of the former Judgment with additional Cost - And afterwards viz now at this same term & Compt^t by his s^d Att^o here in Court acknowledges that before the Entry of his Complaint here he rec^d of s^d Salmon 42/9. the Sum of the Cost recovered before s^d Justice and therefore he on record remits to s^d Salmon so much part of the Judgment as aforesaid and now prays Judgment for the s^d 17/ Darnages and Cost of this Court. It is therefore Considered by the Court that the s^d Jonathan recover against the s^d Salmon Seventeen Shillings lawful money Darn^t and Cost of Court last at one pound nine Shillings and nine pence.

Bardwell
Kenfield

John Pell of Sheffield in the County of Hampshire gent by John Worthington Esq. his atty humbly shews to this Court that at the suit of Henry Knoll of s^d Sheffield Shopkeeper his body was arrested by the Kings Writ dated the third day of January last that he might be had at the then next inferior Court of Common pleas to answer to Henry in a plea of Trespass at large set forth in & Writ on file & that he has been ready to answer s^d Henry in s^d plea but if said Henry has wholly discontinued s^d Suit. He therefore prays his reasonable Costs may be allowed him &c - It is therefore Considered by the Court that the said John Pell recover against the said Henry Knoll his Cost last at three pounds 11/9^d

Pell
Knoll

Ex^o is d 15th June 1761 -

27
Dewey
or
Knoll

Stephen Dewey of Sheffield in the County of Hampshire gent and a Deputy Sheriff of the same County by Joseph Hawley Esq his Att^r humbly shews to this Court that Henry Knoll of s^d Sheffield Shopkeeper caused process to be served upon him s^d Stephen returnable here on pretence of arrest in Trespass whereby his body was attached & and that he has given his actual attendance here & but the s^d Henry has discontinued his Suit - he therefore prays his reasonable Costs occasioned thereby May be adjudged to him -

It is therefore Considered by the Court that the said Stephen recover ag^t the s^d Henry his Costs taxed at one pound 13/2^d

Ex^{ra} ii^d 11th Sept^r 1761 -

Bush
or
Same

Elnathan Bush of Sheffield in the County of Hampshire husbandman by Joseph Hawley Esq his att^r humbly shews to this Court that Henry Knoll of said Sheffield Shopkeeper caused process to be served on him s^d Bush returnable into this Court whereby the body of said Elnathan was attached and he obliged to procure bail for his appearing here touching arrest in Trespass set forth in s^d Process - and he has given his actual attendance here but the s^d Henry has discontinued his s^d Suit the s^d Elnathan therefore prays his reasonable Costs occasioned to him thereby May be adjudged to him - It is therefore Considered by the Court that the said Elnathan recover against the s^d Henry his Cost occasioned as aforesaid taxed at one pound Thirteen Shillings and two pence - Ex^{ra} ii^d 11th Sept^r 1761 -

Fuller
or
Wittum

Asa Fuller late of Sunderland in the County of Hampshire Husbandman Plt. vs Witherel Wittum late of the same Sunderland Husbandman Def^t. in a plea of the Case demanding against if Def^t the value of Six pounds 13/4 lawful money in boards or Shillings &c by the plt^r Writ on file bearing Date the 23^d of April last fully appears - The plt^r by Charles Phelps Esq his attorney appears - The Def^t tho' three times publicly called to come into Court doth not appear but makes Default - It is therefore Considered by the Court that the said Asa shall recover against the said Witherel the Sum of Seven pounds Six Shillings and four pence lawful money Damages and Cost of Court taxed at two pounds two Shillings & three pence -

The foregoing Judgments and Appeals were made and entered up and then the said Court adjourned without Day -

AH^W^m Williams Clerk.

Hampshire p.

Anno Regni Regis Georgii Tertii magnae
Britanniae Franciae et Hiberniae Primo

At his Majesty's Court of general Sessions of the Peace begun
and held at Springfield within and for the County of Hamprsh.
(by Adjournment from the Second Tuesday of February last &
at the stated Term time) on the Third Tuesday of May being
the 19th Day of said month anno Domini 1761.

Court
of
Sessions
May
1761.

Justices of said Court.

Grand Jurors

Jury for Trials

Present - viz -

Joseph Dwight

Israel Williams

John Worthington

Josiah Dwight

Seth Fields

Joseph Hawley

David Moreley

Isaac Ward

Tim Dwight junr

Josiah Chauncy

Udado Taylor

Charles Phelps

Obad. Dickinson fore^m

Jonathan Hale

Joel Ely

Saul Alvord - absent

Josiah Clark junr

David Smith

Enos Nash

Simcon Wait

Enoch Holcomb

Samuel Noble

Daniel Arms

John Gunn

Benoni Wright

Nicholas Groves absent.

Silas Kellogg.

This Jury attended 4 days -

Mr. Mores Miller att^r con

Note - It is expressly agreed by
all the Gentlemen at y^e Bar
that the Jurors returned for the
several Courts may indiscri-
minately try the cases now to be
tried before this Court whether
they are now originally entered
and prosecuted, or were to have
been heard at y^e last Term -
& y^t no Advantage be taken &
accordingly one Jury only is
impannelled viz

Benj^a Alvord Foreman

Elias Sheldon

David Wait

Sam^e Wells

Sam. Palmer

Moses Leonard

Joseph Parson

Phineas Frary

Joseph Dewey

Josiah Stiles

George Shaw

Freeborn Moulton

de Tal. John Chadwick } in y^e Northampton trial -
Jon^a Bardwell } Mr. Freeman - & Sheldon &
Moses Noble } Parsons being taken off,
& Capt. Sam Wells made for^r

Thomas Strong of the New Plantation N^o Two commonly called New -
Marlborough in the County of Hampshire Clerk Complainant ad^r the
Proprietors of the same Place Deft^s praying for the Arrear of his salaries
(as by y^e Records of y^e next preceding term) And now the said Prop^r
appearing in Court and shewing forth that they have conformed to the
Order of this Court of May Term 1760 by paying the several Jurors
orders to be paid to the Complainant - It is therefore further considered
that he said Thomas shall recover against the said Proprietors his
reasonable Cost by him expended about this suit taxed at £10.10.4.2
Ea^d is 12th May 1762.

Thomas Strong of the same New Marlborough aboves^d Clerk (by J^r J^r
Worthington & Joseph Hawley Esq^r his Att^r) Com^r or The abovemention^d
Proprietors Deft^s for not having conformed to the Order of this Court &
(as by y^e Records of the last Term fully appears) - And the s^d Proprietors
by Isaac Ward Esq^r their Agent now come into Court and shew to this
Court that they have conformed to the s^d Order of May Term last, &
that by their s^d Agent having been now heard and upon demure delibera-
tion had of what has been offered by s^d Agent on their behalf soasmuch as
there does not appear to have been any contempt It is considered that upon y^e
said Agents paying y^e Charges of y^e King's Officers in this case y^e Com^r be dismissed &

King's
Compt. in
Richardson } Simeon King of Montague in the County of Hampshire yeoman Compt.
or Experience Richardson of S. Montague Singlewoman Deft. wherein he
shews he was ordered to pay for the Support of her bastard Child 2^d of Week
as (as by the Records of the last term fully appears) and now the said
Simeon by Joseph Hawley Esq. his Attorney comes into Court and
says he will no further prosecute this Complaint against the s^d Experi-
ence - and it is dismissed accordingly

D. Rex } John Worthington Esq. atty. for our Sovereign Lord the King in this behalf
S. Hadley } Compt. ad. The Inhabitants of the District of South Hadley in the County
of Hampshire for being destitute of a grammar School as by the
Records of the last Term appears - And now the said Inhabitants come
before the Court, and by their Council, plead to quash the Complaint of
the said John, which pleas of s^d Inhabitants on demure deliberation
thereof had by this Court, ~~being~~ appearing to this Court to be sufficient
& ordered that the s^d Complaint be quashed and that y^d s^d John no-
further prosecute the s^d Inhabitants thereon.

D. Rex } The Grand Jurors for our sovereign Lord the King for the body of y^e County
vs } of Hampshire do on their Oaths present that Witherel Wittum of Sun-
Wittum } derland in said County yeoman did at said Sunderland wickedly wil-
lingly and unnecessarily absent Himself from the public worship of
God on all the Sabbaths or Lords days for one whole month last past
& said Jurors say that on all the Sabbaths or Lords days in s^d Term the
public Worship of God was upheld maintained and attended by others
in said Sunderland and that said Witherel during all said Term was
at said Sunderland able of body and not otherwise necessarily prevented
from attending the said Worship on said Sabbaths or Lords days in said
term yet said Jurors say that said Witherel then and there viz at said
Sunderland for the space of one month last past as aforesaid did wick-
edly willingly and unnecessarily absent Himself from the public
worship as aforesaid Contrary to the Laws of this province in such cases
provided the peace of the said Lord the King his Crown and Dignity
Which presentment was made at the Court of General Sessions of y^e peace
holden at Northampton for s^d County on the Second Tuesday of November
1784. and signed Daniel White foreman - And now the s^d Witherel comes
before the Court under the Custody of the Sheriff and being put to plead and
make answer to the Indictment, moves that he may be heard by Council
which is granted him, and hereupon immediately the s^d Witherel by his
Council pleads to quash the Presentment & which pleas of s^d Witherel &
all and singular the matters contained therein being fully understood by
the Court are adjudged to be insufficient & thereupon the s^d Witherel being
allowed to acquit Himself of the matters and premises above charged upon him
further pleads for this purpose that he is not guilty & and thereof he puts
Himself on the Country - A Jury ^{thereof} being sworn according to Law to try the
Issue between our ~~sovereign~~ Lord the King and the Deft. after a full hearing
Return their Verdict therein, that is they on their Oath say the Deft. is
guilty - It is therefore Considered by the Court that the s^d Witherel pay a
fine of 20^l lawful money to be to the benefit and Relief of the poor of the
Town of Sunderland, to be delivered into the hands of the select men or Over-
seers of the poor for that end. & Cost of prosecution taxed at £3.5s.0 stand
Committed &c

The said Withere appeals from the Judgment of this Court to the superior Court of Judicature Court of aforesaid General Goal Delivery to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and the s^d Withere as principal in the sum of ten pounds Charles Phelps of Hadley Eng and Eleazer Comroy of Sunderland aforesaid yeoman ^{Jurors} in the sum of five pounds each recognize to our said Lord the King for the said Withere's personal appearance at said Court and for his prosecuting his appeal with effect and for his abiding of Order of s^d Court thereon and for his not departing without Licence &c

The Grand Jurors for our sovereign Lord the King for the body of s^d County of Hampshire do on their Oaths present Warham Williams of the said County yeoman & John Williams jun^r of s^d County yeoman & as by s^d Williams Records of the last term fully appears - And now the said Warham Williams and John Williams jun^r (being under Recognizance for this purpose) come into Court, and being set at s^d bar are allowed by the Court to acquit themselves of the felony charged upon them in the foregoing presentment, & for this they severally plead that they are not guilty thereof, and of this they put themselves on the Country - A Jury whereof being sworn accord^g to Law to try the Issue betwixt our said Lord the King and the s^d Deft^r after a full hearing return their Verdict therein that is they on their oath say the said Warham is guilty, and that the said John is not guilty - It is therefore Considered by the Court that the said Warham pay a fine of forty Shillings lawful money to be to his Majesty for the Support of Government & and that he pay to John Burghardt of Sheffield forty eight Shillings lawful money being treble the Value of the Goods stolen and Cost of Prosecution last at £9.7.0 standing committed &c And it is also Considered that the s^d John be no further held but that he may go without day. From which Judgment the s^d Warham appeals to the Superior Court of Judicature Court of aforesaid General Goal Delivery to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and the said Warham as principal in the sum of £20. lawful money John Williams yeoman and John Williams jun^r yeoman both of said Sheffield Sureties in the sum of £10 each recognize to our s^d Lord the King for the said Warham's personal appearance at the s^d Court and for his prosecuting his appeal with effect and for his abiding the Order of s^d Court thereon & for his not departing without Licence &c

Jon^r Younglove yeoman W^m King gent. John Burghardt yeoman and Eleanor Gunn widow severally recognize to our sovereign Lord the King in s^d sum of £5. each for their personal appearance at the superior Court & above s^d ^{Deft^r} to testify what they know respecting the Presentment next proceeding - Witnesses against Williams Recogniz

The Grand Jurors for our sovereign Lord the King for the body of the County of Hampshire do on their oaths present that the Common high Way of the said Lord the King in the Township of Northampton in the County afores^d leading from the meeting House in said Northampton to the meeting house in Halse in s^d County viz from the top of the Hill next or South side of Pine Bridge so called in said Northampton to the Top of the hill next to and South of the Place called Dewey's hole there the Whole Breadth of said Way and throughout the whole Length last aforesaid on the first day of November (current was and still is in great Delay for Default of due Reparation and amendm^t thereof.

S. Rex } so that the liege Subjects of the said Lord the King passing and travelling
North } thro' or along the same way cannot pass thro' the same without Danger
 to the great Damage and Common Nuisance of all the Liege Subjects of
 the said Lord the King passing thro' the same Way and that the Inhabi-
 tants of the Town of Northampton of Right and by Law ought to repair
 and amend the same way so often as the same Way stands in need of
 Repair and the Inhabitants of said Northampton wholly neglect &
 refuse to repair the same way contrary to the Law of this Province in
 such Cases made and provided the Peace of the s^d Lord the King his
 Crown and Dignity - Which Presentment was made to this Court at their
 Session at Northampton on the Second Tuesday of November last & signed
 Obadiah Dickinson foreman - And the said Inhabitants of Northampton
 aforesaid by Joseph Hawley Esq^r their Agent now come before the Court and
 being put to answer to the presentment by their said agent they plead to
 quash the same Which pleas and the matters therein contained being fully
 understood and weighed by the Court are adjudged to be insufficient & the s^d
 Inhabitants being allowed to acquit themselves of the Charge made ag^t them
 in s^d presentment immediately for this purpose by their said Agent they plead
 that they are not guilty of the same, and of this put themselves on the Country -
 A Jury thereof being sworn according to Law to try the Issue betwixt our said
 Lord the King and the Def^t after a full hearing return their Verdict therein &
 on their oath say the Def^t are guilty - The Court having considered of y^e Offence
 order that the said Inhabitants of Northampton aforesaid pay a fine of four
 pounds lawful money to be to his majesty for the Support of Government & &
 Cost of prosecution tax at £3.7.0 standing committed & And that a Distingas
 go against the said Inhabitants for the same until the said Way be effectually
 repaired - From which Sentence they by their said Agent appeal to the next
 Superior Court of Judicature Court of Assize and general Goal Delivery to
 be holden at Springfield within and for the County of Hampshire on the
 fourth Tuesday of September next the said Joseph Hawley Esq^r principal in
 the Sum of twenty pounds Timothy Dwight jun^r Esq^r and Elias Lyman yeoman
 both of s^d Northampton Sureties in the Sum of £10 each recognize to our said
 Lord the King for the appearance of the said Inhabitants of s^d Northampton
 at said Court and for their prosecuting their appeal with Effect and
 for their abiding the order of s^d Court thereon &

Witnesses } Oliver Partridge Esq^r and Simeon Wait yeoman both of Hatfield severally
Recognized } recognize to our Sovereign Lord the King in the Sum of £5 each to appear at
 the said Court last aforesaid to give Evidence of What they know respecting
 the foregoing Presentment

S. Rex } Memorandum - That John Worthington Esq^r Att^y to our Sovereign Lord
Rachel } the King here present in Court inform and gives this Court to understand
Collyer } that on the Sixteenth day of April last past Rachel Collyer of Hadley in
 said County of Hampshire spinner did with force and Arms feloniously
 steal take and Carry away twenty spanish milled Dollars of the Value
 of six Shillings each and twenty pieces of silver Coin called Pistareens of
 the Value of one Shilling two pence half penny each and four pieces of
 Gold Coin called half joannes of the Value of forty eight Shillings each one
 large flowered Lawn Handkerchief of the Value of three Shillings all the
 Goods and Chattels of Tallow Billings of Sunderland in s^d County Gent.
 Contrary to one Law of this Province in such Cases provided the Peace of the
 s^d Lord the King his Crown and Dignity -

the said John therefore prays this Court to advise thereon and that such proceedings may be had against said Rachel as that she may be brought to answer for the felony aforesaid and to do and suffer in the Premises as by Law she ought. And the said Rachel (being holden by Recognizance for this purpose) now comes before the Court and being put to answer to the matters and Premises charged upon ^{her} in the foregoing Complaint pleads that she is guilty of the felony aforesaid and thereof submits herself to the mercy of this Court. It is therefore considered by the Court that the said Rachel pay a fine of fifty Shillings lawful money to be to his majesty for the support of Government ^{for which she is strictly on her naked back} and that she forfeit and pay to the said Tellour treble the value of the Goods stolen being fifty pounds 7/1 lawful money 56/8 of which being returned to him the residue still due and to be paid is £40..10..4 only and Cost of Prosecution taxed at £3..8..6. standing committed &c. &c. In case said Rachel be unable to pay such threefold Damages, it is further ordered that the said Tellour may dispose of her in Service to any of his Majesty's liege Subjects for the Space of twelve years from this time and bind her accordingly.

The Grand Jurors of our Sovereign Lord the King for the body of this County } D^r Rex
having made presentment of the Proprietors and Inhabitants of Coldspring }
for neglecting to make due reparation and amendment of the Common high Coldspring
Way of our said Lord the King there at the last November Term, all which is at
large set forth in the same presentment now on the files of this Court. A
lawful Warrant was made by order of the Court at s^d Term directed to the
Sheriff of this County or his Deputy requiring him to summon them to ap-
pear at y^e next Term to answer to the same Presentment. But upon
demur deliberation by this Court thereof had and it appearing to s^d Court
that the s^d Proprietors and Inhabitants of Coldspring are not by Law obliged
to repair Highways lying in s^d Coldspring. It is ordered that the s^d Presentment
be quashed and they no further proceeded against thereon.

The Grand Jurors last above mentioned at the last November Term also } same
made presentment of the Proprietors and Inhabitants of N^o one so called in y^e } agt^r
County of Hampshire for neglecting a due reparation and amendment of N^o one
the Common high Way of our Lord the King there (all which is at large set
forth in said presentment now on the files of this Court) and a Warrant
directed to the Sheriff of s^d County or his Deputy requiring him to summon
the s^d Proprietors and Inhabitants to appear at the then next Term to an-
swer to the s^d Presentment was made by order of s^d Court. But inasmuch
as it appears to this Court that the s^d Proprietors and Inhabitants of s^d N^o 1.
are not by Law obliged to repair Highways lying there. It is ordered that
the s^d Presentment be quashed and they no further proceeded against thereon.

The Grand Jurors for our sovereign Lord the King for the body of the County of } same
Hampshire do on their oaths present that the Common high Way of the said } agt^r
Lord the King in the Township of Beersfield in said County from a place called Beersfield
Long hill near the Barrs there to a place called Hurst town in s^d County for
the Whole Breadth thereof and throughout all the Length aforesaid on y^e
first day of November current was and still is in great decay for want
of due reparation and amendment thereof so that the liege Subjects of the
said Lord the King passing or travelling thro' or along the same way can't
pass thro' the same without great difficulty and Danger to the great Damage
and Common Nuisance of all the liege Subjects of the s^d Lord the King passing

(Continued)

passing thro' the same Way and that the Inhabitants of the s^d Town of Deerfield of Right and by Law ought to repair and amend the same Way so often as the same Way stands in need of Repair and that said Inhabitants neglect and refuse to repair the same Contrary to the Laws of this Province in such Cases made and provided the peace of the said Lord the King his Crown and Dignity - Which Presentment was made at the last November Term and signed Obadiah Dickinson foreman - And by Order of this Court at that same Term a Warrant was made directed to the Sheriff of the said County or his Deputy requiring him to summon the said Inhabitants of Deerfield to appear at the then next Court of General Sessions & to answer to the same presentment and to make return thereof with his Doings & Who viz John Arms gent a Deputy Sheriff now return "that by Virtue of the same Warrant on the third of December 76 he summoned Elijah Williams Esq Lieut David Field and Daniel Arms Inhabitants of Deerfield according to the Directions thereof" And the s^d Inhabitants of Deerfield aforesaid being now ^{publicly} called to come into Court do not come but make Default in their Appearance Whereupon all and singular the premises being viewed by this Court and it appearing to the s^d Court that the s^d Inhabitants of Deerfield aforesaid are in Contempt & Ordered that a Capias go agt the said Inhabitants that they may be brought before this Court at their next Session at s^d Springfield on the Last Tuesday of August next as well to answer for their Contempt & as to said Presentment - Cap: is? 1st June '68

D^r Rex } The Grand Jurors of our Sovereign Lord the King for the body of the County
or } of Hampshire do on their Oaths present Samuel Wherfield of Westfield in
Wherfield } said County yeoman for unconscionably absenting himself from the public Worship in s^d Town for three whole months last past and on their Oaths say that said Samuel at s^d Westfield for the space of three months last past and on all the Sabbaths or Lord's days in said Term did wickedly wilfully and unconscionably absent himself from the public worship there & the s^d Samuel being all the s^d Term able of body and not otherwise necessarily prevented from attending the same Worship And that the public Worship of God was upheld maintained and attended by others there on all the Sabbaths or Lord's Days in said Term of three months Which neglect of said Samuel of attending s^d Worship in s^d Term is contrary to one Law of this Province in such Cases provided the peace of the s^d Lord the King his Crown and Dignity Which Presentment was made at the last November Term and signed Obadiah Dickinson foreman - The s^d Samuel being now arraigned and set to the bar is put to answer to the premises & and he immediately says that he will not contend with the King - The Court having considered of the Offence Order that the said Samuel pay a fine of three pounds lawful money to be to the benefit and relief of the poor of the Town of Westfield aforesaid to be delivered into the hands of the Select Men or Overseers of the poor there for that End & that he pay Costs of prosecution taxed at £1.3.6 standing committed & The s^d Samuel not being able to pay the fine further ordered that he sit in the Stocks for the space of one hour -

Same } The Grand Jurors for our Sovereign Lord the King & at the last November
agt } Term made Presentment of Thomas Dewey of Westfield for assaulting
Dewey } the body of one Daniel Magg in the evening of the 22^d Day of September
last

Last part all which is fully set forth in the s.^d presentment now on the files of this Court. And the s.^d Thomas is now before this Court in y.^e custody of the Sheriff to answer to the same presentment. & John Worthington Esq attorney for our s.^d Lord the King comes into this Court and says he will no further prosecute the s.^d Thomas thereon. Ordered by the Court that the said Thomas go without Day.

At the same November Term abovesaid the same Grand Jurors presented the same Thomas for another Assault on the body of the same Daniel Wagg on the eighth of November last (as by the said Presentment on the files of this Court is fully set forth) and John Worthington Esq attorney for our sovereign Lord the King comes & says that he will no further prosecute the said Thomas on this presentment. Ordered by the Court that the s.^d Thomas go without Day.

Triphena Jones of Springfield in the County of Hampshire spinster Complainant vs Daniel Jones late of said Springfield Gent. Def. setting forth that the said Daniel on or about the latter end of April A.D. 1760. at s.^d Springfield begot a bastard Child upon the body of the Complainant which said Child so begotten being a female sometime since was born of her body and is yet in full Life and she having duly performed all the prerequisites by Law she ought respecting said Daniel in the Premises humbly prays he said Daniel may stand charged with the maintenance thereof with the Assistance of the mother and an order of this honorable Court for the same and he in the mean time be enjoined to do and receive as to Law & Justice appertain and as in Duty bound. And the said Daniel now comes before y.^e Court (being held by Recognizance for this purpose) and being put to answer to the matter and premises ^{above} charged against him says he is not guilty thereof. The Evidence in this case being produced in Court and the Complainant examined upon Oath and the parties fully heard. It is considered & adjudged by the Court that the said Daniel is the reputed Father of the said Child & that he stand charged with the maintenance thereof together with y.^e Assistance of the mother in the following manner, To wit, that he pay therefor to the s.^d Triphena for every week of the first quarter of a year from the birth of s.^d Child two Shillings and Six pence And that he pay her quarterly for every week from the end of s.^d first quarter two Shillings during the pleasure of this Court. That he give security to the said Triphena for the performance of this order & also give security to the Town Treasurer of the Town of Sheffield to save y.^e said Town free from Charge for the Maintenance of said Child & pay Cost of this Prosecution &c.

David Roberts of Pittsfield in the County of Hampshire yeoman principal in y.^e Sum of £40 Charles Goodrich yeoman & Truster Sacket yeoman both of y.^e same place Sureties in the Sum of £20 each before this Court recognize to our sovereign Lord the King for the s.^d David's personal appearance at the next Court of General Sessions of the Peace to be holden at Springfield for y.^e County afores.^d on the Last Tuesday of August next to answer to y.^e Complaint of Silvanus Percy of s.^d Pittsfield now made in behalf of Thankful Percy a minor for maintenance for her bastard Child begotten by s.^d David and that he shall do and receive that which by said Court shall then and there be enjoined him and not depart without Licence.

221. Nathaniel Church just^l late of Hadley Cordwainer on behalf of Sarah Church
Church's { his Wife as principal in the Sum of £50. lawful money Nathaniel Church
Recogniz^d { of Hadley and Joseph Burt of Springfield as Sureties in the Sum of £25.
each before this Court recognize to our sovereign Lord the King her perso-
nal appearance before the Justices of our said Lord the King at the Court of
General Sessions of the peace to be holden at Springfield for y^e County
of Hampshire on the last Tuesday of August next to answer to the Pre-
sentment of the Grand Jury now made against her for aiding one Rachel
Collyer in stealing and for her abiding y^e order of s^d Court thereon and for
her not departing &c -

Witness { Ana Wood of said Hadley recognizes to our said Lord the King in the Sum of
five ^{pounds} to appear at the next Court and give Evidence of what he knows
respecting the Presentment of Sarah Church above mentioned

Thaddeus { Thaddeus Keyes of New Marlborough as principal in the Sum of £10-
Keyes { John Shaw and Noah Wright of the same place as Sureties in the Sum of
Recogniz^d { £5. each recognize to the King for the s^d Thaddeus' personal appearance at
the next Court of General Sessions of the peace to be holden at Springfield
within and for the County of Hampshire on the last Tuesday of August
next to answer to the presentment of the Grand Jury now made against
him and for his abiding the order of said Court thereon &c -

Witness { John Shaw Rufus Brown Noah Wright and Peter Chapin all of New-
Marlborough recognize to the King in the Sum of five ^{pounds} each for their
personal appearance at the said next Court to give Evidence of what
they know respecting the presentment of s^d Thaddeus -

Nicholas { Nicholas Van Gilder of Ipswich Who is holden by Recognizance taken
Van Gilder { before Joseph Dwight Esq to make his personal appearance before this
discharg^d { Court is now discharged therefrom by proclamation by order of Court

Noah { Noah Wright of New Marlborough Who stands bound by Recognizance taken
Wright { before Sabel Ward Esq to make his personal appearance before the Justices of this
discharg^d { Court is now discharged therefrom by Proclamation by order of Court -

Triphena { Triphena Jones of Springfield single Woman comes before this Court &
Jones her { confesses she committed the Crime of Fornication within this County on
Confess^d { or about the last of April 1760 The Court having considered of the Offence
order that she pay a fine of 13/4 lawful money to be to his Majesty for the
Support of Government & Cost of Court - paid

Tabitha { Tabitha Severance of Springfield comes before this Court and confesses
Severance { that she committed the Crime of Fornication some time in November
Confession { AD 1759. The Court having considered of the Offence order that she pay a
fine of 13/4 lawful money to be to his Majesty for the Support of Govern-
ment and Cost standing committed &c paid

County { Upon opening and sorting the votes now returned for a County Register for
Register { the County of Hampshire it appears that Edward Lynnhon of Springfield
Gent. is chosen to that Office Who having first given bond as y^e Law requires
is sworn before the Court to the faithful discharge of his place &c -

County { Upon opening and sorting the Votes for a County Treasurer for y^e County of
Treasurer { Hampshire now returned it appears that Edward Lynnhon of Springfield
Gent. is chosen to that Office and is now sworn before y^e Court accordingly.

Licence is now granted to John Hooker to keep a ferry in the ferry place in the Country Road leading from Deerfield by Trany's and the South end of Sugar Loaf so called to Sunderland in this County and it is Ordered that the fare for man and Horse be the same it was the last year. & the s^d John recognizes to the King in the Sum of £10 for the faithful discharge of his place &c —

Hooker's
Ferry —

Licence is granted by this Court to John Moffet of Northfield to keep a ferry over Connecticut River in the Country Road leading from Deerfield thro' Halltown to Northfield. The fare for man and horse to be four pence thro' the year and for a single person two pence thro' the year & no more. The said Moffet recognizes to our sovereign Lord the King in the Sum of ten pounds for the faithful discharge of his place &c —

Ferry at
Northfield

Aaron Scott is licenced to keep a ferry across Deerfield River in the Country Road leading from Deerfield to Greenfield in this County. It is ordered that during the time the Water overflows either bank there & also whilst the Snow and Ice are coming down s^d River and obstruct the boating there the fare for man and horse shall be three pence and for a single person one penny half penny. that the rest of y^r year the fare for man and horse shall be two pence and for a single person one penny — and the said Aaron before the Court recognizes to our sovereign Lord & King in the Sum of ten pounds for the faithful Discharge of his place &c —

Ferry
across
Deerfield
River —

David Leonard of Springfield is licenced by the Court to keep a ferry across Connecticut River there at the place called the upper wharf. It is ordered that the fare for Man and horse &c shall be the same it has been usually & the s^d David recognizes to our sovereign Lord the King before this Court in the Sum of ten pounds for the faithful discharge of his place &c —

Ferry at
the upper
Wharf
Springf^d

Licence is by this Court granted to George Chapin of Springfield to keep a ferry across Chiquapee River between Parsons's mill and the mouth of said River at such places as the different State of the Water shall render most convenient. The fare for man and horse to be four pence and for a single person two pence thro' the year — & he recognizes to the King in the Sum of ten pounds for the faithful Discharge of his place &c —

Ferry
across
Chiquapee

Licence is by this Court granted to W^m Barnathan (he having got an order of the General Court for this purpose) to be an Inn-holder Retailer and Common Victualler in the house that was lately Asariah Dewey's in the Green Wood till the next Session of this Court. The said William as principal in the Sum of £10 John Worthington Esq & Moses Noble as sureties in the Sum of £5 each recognize to the King for the s^d William's keeping good rule and order in his house and duly observing the Law made for Regulation of such houses. & also recognizes in y^r Sum of £50 with the same Sureties in £25 each to keep and render the Account & pay the duties by Law required —

Inn-holders.

Samuel Lee of Sheffield is licenced by this Court (he having obtained an order of the General Court for this purpose) to be an Inn-holder retailer & common Victualler in the house where he dwells till the next Session of this Court. & It is ordered that besides y^e usual fee he pay 12^d to be to y^e use of y^e County & he recognizes to the King in the Sum of £10 with Sureties viz John Chadwick & Unathan Bush in £5 each to keep good rule and order in his house and duly to observe the Law made for Regulation of such houses — & also recognizes to the King in the Sum of £50 with the same Sureties in £25 each to keep and render of accounts and pay the Duties by Law required —

Samuel
Lee —

222. Aaron Graves of Palmer is licensed by the Court (the s^d Aaron having obtained an order of General Court for this purpose) to be an Inn holder Retailer & Common Victualler in the house his late father dwelt in there till the next August Court. And the said Aaron recognizes to the King in the Sum of £10 with Sureties viz John Chadwick and Fellow Billing gentlemen in £5 each to keep good rule and order in his house and duly to observe the Laws made for Regulation of such houses & also recognizes to the King in the Sum of £50 with the same Sureties in £25 each to keep and render the accounts & pay the Duties by Law required

Tea Coffee &c

Obadiah Dickinson of Hatfield gent is licensed to sell Tea Coffee & China Ware for one year next ensuing - & he recognizes to the King in the Sum of £20. with sufficient Sureties viz Moses Blip yeoman & Elias Lyman yeoman in the Sum of £10 each to keep and render the accounts and pay the Duties according to Law

Elisha Ingram of Amherst is licensed to sell tea Coffee and China Ware for one year next ensuing - John Phelps gent comes before the Court & recognizes to the King as principal on the behalf of s^d Elisha in the Sum of £20 with sufficient sureties viz Nath^l Dwight gent & Eleazer Pomroy yeoman in the Sum of £10 each for said Elisha's keeping and rendering the Accounts & paying y^e Duties by Law required of him

Josiah Chauncy of Amherst Esq is licensed to sell tea Coffee & China Ware for one year next ensuing - & he recognizes to our Sovereign Lord the King as principal in the Sum of £20 with sufficient Sureties viz Fellow Billing gent & W^m Eastman yeoman in £10 each for the s^d Josiah's keeping & rendering the Accounts & paying the Duties by Law required of him

Fellow Billing of Sunderland gent. is licensed to sell tea Coffee & China Ware for one year next ensuing - the s^d Fellow recognizes to our sovereign Lord the King as principal in the Sum of £20 with sufficient Sureties viz Josiah Chauncy Esq & W^m Eastman yeoman in £10 each for s^d Fellow's keeping and rendering the Accounts and paying the Duties by Law required of him

William Eastman of s^d Hadley is licensed to sell Tea Coffee & China ware for one year next ensuing - & he recognizes to our Sovereign Lord the King in the Sum of £20 as principal, with sufficient Sureties viz Josiah Chauncy Esq & Fellow Billing gent in the Sum of £10 each for s^d William's keeping & rendering the Accounts & paying the Duties by Law required of him

Seth Field of Northfield Esq is licensed by the Court to sell tea Coffee and China Ware for one year next ensuing - & he recognizes to our sovereign Lord the King in the Sum of £20 as principal, with sufficient Sureties viz Josiah Chauncy Esq & Fellow Billing gent in the Sum of £10 each for s^d Seth's keeping & rendering y^e Accts & paying the Duties by Law required &c

Elihu Wright of New Marlborough is licensed by the Court to sell tea Coffee & China Ware for one year next ensuing - & he recognizes to the Lord the King as principal in £20 with sufficient Sureties viz W^m Eastman and Elias Lyman yeomen in £10 each for said Elihu's keeping & rendering the Accounts and paying the Duties by Law required &c

Nathaniel Phelps of Northampton is licenced by the Court to sell tea Coffee & China Ware for one year next ensuing. & Charles Phelps Esq. comes into Court & Nat. Phelps recognizes to our Sovereign Lord the King as principal on the behalf of Nat. Phelps in the Sum of £20 with sufficient Sureties viz Elias Lyman yeoman & John Phelps gent. in the Sum of £10 each for said Nathaniel, keeping & rendering the Accounts and paying the Duties by Law required of him —

Erza Acorns of Sheffield is licenced by the Court to sell tea Coffee & China Ware for one year next ensuing. & John Pell gent. comes into Court & recognizes to the King as principal on the behalf of Erza in the Sum of £20 with sufficient Sureties viz Stephen Dewey gent. & Moses Dewey gent. in the Sum of £10 each for said Erza's keeping and rendering the accounts and paying the Duties the Law requires of him —

Joseph Dwight of Sheffield Esq. is licenced by the Court to sell tea Coffee & China Ware for one year next ensuing. & He recognizes to our Sovereign Lord the King as principal in the Sum of £20 with sufficient Sureties viz Josiah Dwight Esq. & Robert Breck jun. gent. in the Sum of £10 each for said Joseph, keeping & rendering the Accounts & paying the Duties the Law requires —

Josiah Dwight of Springfield Esq. is licenced by the Court to sell Tea Coffee and China Ware for one year next ensuing & He recognizes to our sovereign Lord the King as principal in the Sum of £20 with sufficient Sureties viz Joseph Dwight Esq. & Robert Breck jun. gent. in the Sum of £10 each for said Josiah's keeping and rendering of Accounts & paying the Duties by Law required —

Robert Breck jun. of Springfield gent. is licenced by the Court to sell Tea Coffee & China Ware for one year next ensuing. & He recognizes to our sovereign Lord the King as principal in the Sum of £20 with sufficient Sureties viz Joseph Dwight Esq. & Josiah Dwight Esq. in the Sum of £10 each for said Robert's keeping and rendering the Accounts & paying the Duties by Law required —

Elisha Pomroy of Northampton gent. is licenced by the Court to sell Tea Coffee & China Ware for one year next ensuing. & He recognizes to our sovereign Lord the King as principal in the Sum of £20 with sufficient Sureties viz Josiah Chauncy Esq. & John Chadwick gent. in the Sum of £10 each for said Elisha's keeping and rendering the Accounts & paying the Duties by Law required.

Jonathan Warner of Hadley is licenced to sell tea Coffee and China Ware for one year next ensuing. & Oliver Warner of Hadley gent. comes into Court and recognizes to our sovereign Lord the King as principal on the behalf of said Jon. in the Sum of £20 with sufficient Sureties viz Daniel Jones & Simeon Strong gentlemen in the Sum of £10 each for said Jonathan's keeping and rendering the Accounts and paying the Duties by Law required.

John Clark jun. of Hadley is licenced by the Court to sell tea Coffee & China Ware for one year next ensuing. & He recognizes to our sovereign Lord the King as principal in the Sum of £20. with sufficient Sureties viz Oliver Warner and Daniel Jones gentlemen in the Sum of £10 each for said John's keeping and rendering the Accounts & paying the Duties by Law required

Elisha Amnden Who stood bound by Recognizance taken before Elijah Williams Esq. which was continued from the Last November term to appear before this Court to answer a Complaint of one Abigail Hillsbrook & is now discharged by Proclamation by order of Court

Rufus Brown of New Marlborough Who stood bound by Recognizance taken before Jabez Ward Esq to appear here to answer to the Complaint of Peter Chapin appear and moves to be discharged and is accordingly discharged therefrom by Declaration by Order of Court

James Sheldon of Springfield yeoman Who stands held by Recognizance here in this Court taken before John Worthington Esq to answer to the Complaint of Mary Warner who charges him with being f. father of a bastard of which she was pregnant & now comes into Court - but the said Mary being still pregnant & not delivered thereof - It is ordered by the Court that the s. Recognizance be continued to the next Court and that the s. James be further held thereby to appear before J Justices of our Lord the King at the next Court of General Sessions to be held at Springfield on the last Tuesday of August next &c

Col. Josiah Dwight Esq now presents an account to the Court of sundry disbursements and payments he has made in effecting the Repair of y. Court House and Goals in Springfield amounting in the whole to ninety four pounds 7/8 lawful money the balance whereof that yet remains due being forty six pounds 10/3³/₄. praying this Court would allow y. same and order the payment of the aforesaid balance &c And this Court allows the Account & it is ordered that the County Treasurer of the County of Hampshire be directed to pay the said balance viz forty six pounds ten Shillings & three pence three farthings out of the s. County Treasury to the said Josiah Dwight Esq in full discharge of the same -

Order to y. Treasurer is: 8th June 1761.

The Clerk's Acc^t W. Williams of Hatfield gent. presents an account to this Court of diverse Services he has done for the County of Hampshire as Clerk of this Court the Particulars whereof are on file amounting to the Sum of four pound thirteen Shillings and four pence Which he prays this Court would allow and that an order for payment of the same may pass & the Account is allowed & it is ordered by the Court that the County Treasurer of s. County be directed to pay the said W. the said Sum of four pounds 13/4 out of said County Treasury in full -

Order is: 25. May 1761 -

Cautions Pursuant to a Warrant under the Hands of the Select men of the Town of Springfield bearing date the Seventh day of March last on the 14th day of the same month Rebecca Martin and Mary Martin were warned to depart from and leave the said town of Springfield by Zephariah Warner Const. of Springfield Who returns that they have been in said Town nine months - as by the Warrant & Return on file appears -

Read & family Pursuant to a Warrant under the hands of the Select Men of the Town of Hatfield bearing Date the 18th day of December 1760 on the 22^d day of the same December H Ezekiah Read & his wife and Children (being five in Number) and the Widow Lydia Sartwell, and on the fourth of January then next following James Gilmore and his Wife and family (there being six Children) were warned ^{forthwith} to depart from and leave the Town of Hatfield by Benj. Wait Const. of s. Town Who returns that s. Read & his Wife and family came last from Windsor in Connecticut and have resided in s. Town ever since the beginning of Oct^r last and no longer, that s. Lydia came last from Sunderland and has resided in s. Town since some time in y. month of April 1760 & no longer, & that y. s. Gilmore & his whole family came last from Pelham and have resided in s. Town of Hatfield since some part of s. April & no longer, as by s. Warrant & return on file appears -

Pursuant to a Warrant under the Hands of the Select-men of the Town of
Brimfield bearing date the Eighth day of September last Benjamin Wright
(who is said therein to have come from the town of Springfield some time in
the Month of June or about that time) on the 16th day of the same Sept^r
was warned forthwith to remove out of s^d Town by Ebenezer Miller Const^{ble}
And pursuant to another Warrant und the hands of the Select-men of the
same Brimfield bearing date the 6th of Oct^r 1760 Joseph Morfet and
miscilla Morfet and Jese Morfet (children of s^d Joseph (who are said in
said Warrant to have come from the town of Haverbridge sometime in the
month of March or thereabout) on the third day of November 1760 were
warned forthwith to remove and depart out of s^d Brimfield by Ebenezer
Miller Constable - Also pursuant to another warrant under the hands
of the Select-men of the same Brimfield bearing Date the 10th day of
December 1760 Directed to Ebenezer Miller Const^{ble} of s^d Town requiring him
forthwith to warn Caleb Lurnes with his wife and children who came
there some time in the month of November last from the Union and -
Reuben Terry who came from the town of Springfield about the same
time that they forthwith remove out of s^d Town on the 18th day of the
same December the s^d Caleb and his wife and the s^d Reuben were warned
forthwith to depart out of s^d Town as the s^d Warrant directed by s^d Ebenezer -
and also pursuant to another Warrant under the hands of the Select-men
of the same Brimfield bearing date the 27th day of January 1761 Mary
Bates and Jese Belman and Triphosa Leach and John Rumble's wife &
two of their children on the fourth day of February 1761 and John Rumble
on the sixth of March 1761 (all which persons are in s^d Warrant said to
have come into said town within this year) were all warned that they
should forthwith remove out of s^d Town by Ebenezer Miller Const^{ble} - As
by the Several Warrants and Return on file appears -

Pursuant to a Warrant under the hands of the Select-men of the Town of
Westfield bearing Date the 15th day of February 1761 Caleb Lee who is said
therein to have come last from Salisbury in Connecticut, on the 17th day of the
same February was warned to depart and leave the town of Westfield forth
with by Martin Root Const^{ble} of Westfield as by s^d Warrant & Return on file appears.

A warrant under the hands of the Select-men for Sunderland bearing date 8th
Eighth day of May Current (and returned to this Court by them) directed to Dan^l
Graves Const^{ble} for Sunderland, setting forth that Josiah Barnet & Catharine
his wife also Mary Hannah and Miriam Daughters to the said Josiah also
Josiah Green came from New Braintree to this Town on or about the first day
of Oct^r last and are now residing in this Town, and in his Majesty's name
requiring him to Warn each of the above^d Persons forthwith to depart out of the
town of Sunderland & not become inhabitants of s^d Town - is thus endorsed - viz
"pursuant to this within written order I have attended the Directions therein
given Attest. Daniel Graves Const^{ble} for Sunderland"

Pursuant to a Warrant under the Hands of the Select-men of Amherst
bearing date the 28th day of January 1761 - Richard Wilde and Ruth Wilde his
Wife were on the second day of February last warned forthwith to leave the
said District of Amherst and every part thereof by Simon Dickinson Const^{ble}
of Amherst. Who returns that he has made diligent Inquiry how long the s^d
Richard and Ruth have abode in s^d District and finds it to be ever since 9th 28th
day of December last - As by s^d Warrant and Return on file appears -

Committee for Exploring the Country East of Hadley } Upon the Motion of Joseph Hawley Esq now made in Court that this Court would appoint a Committee to explore the Country from Connecticut River towards Boston to discover the best Ground for a Road from the Center of this County (as near as may be) to the County of Worcester in order in the best manner that may be to accommodate persons travelling and passing from said Centre of the County on said River to Boston aforesaid -

It is ordered That Joseph Hawley and Timothy Dwight Jun^r of Northampton Esq^s and Mr. Elisha Hubbard of Hatfield be a Committee to explore and view in the most proper and effectual manner all those Lands lying east of Hadley in the County of Hampshire and also in the County of Worcester which they may judge necessary to be explored in order fully to satisfy themselves of the best place for laying out a public Road to accommodate the Travel from Hadley to Boston, and for this purpose also to make such measures of Distances as they shall think necessary - And that they be desired to do the Service as soon as may be, and make Report to this Court at their next Session after such Examination had by said Committee. And the Clerk of this Court is directed to make a Copy hereof and serve the said Committee therewith - made accordingly -

Root & others Petition } Joseph Root of Montague Gent^r and sundry other Inhabitants of Montague New Salem and Ervingshire in the County of Hampshire (whose Names are on file) most humbly shew that they humbly apprehend that a New Highway or Common Road from a certain place in Connecticut River called Wells's Ferry running easterly through Montague the North Part of Roadtown near Ervingshire and New Salem in said County to Petersham in the County of Worcester is greatly wanting & very necessary to accommodate great Numbers of his Majesty's liege people travelling from Connecticut River and diverse places westward thereof to Boston & home again as well as many others who are settled and about to settle and plant in this province Eastward of Connecticut River Who have and will have occasion to travel to said River - And they further shew that some of them have so carefully described the Grounds abovesaid where they propose as abovesaid that said Way should be laid as to be able humbly to assure their Worships that the same will admit of a feasible Way and of as direct a course as Roads commonly are laid across y^e Country They therefore humbly pray that such a Common Road may be ordered by their Worships to be laid out established and recorded in manner as the Law directs as soon as the same can be conveniently done and as in duty bound will ever pray Joseph Root & Read and Ordered by the Court that Seth Field Esq of Northfield Josiah Chauncy Esq of Amherst & Daniel White of Hatfield gent^r be a Committee to view the Grounds thro' which the Petitioners pray a Road may be laid and enquire into the necessity and convenience of a Road being laid thro' the same and make Report thereon to the next Court of General Sessions of the peace &c - & the Clerk is directed to serve the Committee with a Copy hereof - & it is also ordered that the further Consideration of the Petition be referred to y^e next Court -

Westfield Agents Petition } David Morely Esq and Eldad Taylor Esq in behalf of the town of Westfield being appointed by them as Agents to appear in this Court, humbly shew to your worships that whereas there has been a Country Road laid out from Northampton to Westfield and thro' said Westfield to Suffield and part of said Road is of a great Width viz from the foot of the hill South from
Abel

Abel Cadwell being 20 or 40 Rods in Width to Suffield bounds, and some part of the abovesaid Road is now entirely useless to the public and uncrossed by Travellers viz from the Gate the north Side of the field called the great bottom and through said Field South to Westfield great River, and from said River still South to the houses but a little improved, & whereas the Honorable Court of Sessions has ordered another country road from Southampton to Westfield and thro' the Town Street and meadow to join to the abovesaid Road which has created much Cost and Charge to said Town - therefore your memorialists humbly pray that the above described Road & Gate thro' the great bottom to the River and over the River to the houses and down to Suffield bounds may be discontinued and the Town of Westfield might be empowered to make sale of it or such part as shall be useless to the public viz to narrow the road from Abel Cadwell to Suffield bounds to six rods, or ten rods And that throughout the great bottom entirely discontinued or narrow it one or two rods as your Worship in your Wisdom shall order as in Duty bound &c - Read, and the Prayer of the Petition being fully considered and weighed, It is ordered by the Court that Messrs Benjamin Day of Springfield Gent. Lieut Nathaniel Clark of Northampton Deacon Joseph Minick of Springfield Deacon Ebenezer Hunt of Northampton & Lieut John Morgan of Springfield be a Committee to view the Road leading from Ingersoll's Gate in Westfield thro' the Great bottom to Northampton bounds, & determine of the Expediency of altering the same and to make such alterations as they shall judge necessary, either by contracting and narrowing the Old Road, or by wholly discontinuing it and laying out a new one, or by both if they shall judge it best. And also to view the Road from Ingersoll's Gate aforesaid to the bounds of Suffield and discontinue such part of the same as they shall judge may be discontinued without Prejudice to the Public - Which said Committee shall give reasonable Notice to all persons interested of the time and place of their meeting, and shall be under Oath to perform the said Service according to their best Skill and Judgment with most convenience to the public and least prejudice or damage to private Property - And in case they shall lay out a new Road as aforesaid shall also ascertain the place and Course thereof in the best way & manner they can. Which having done the said Committee or the major part of them shall make Return thereof to the next Court of General Sessions of the peace to be held in said County after the Service is performed under their hands and Seals - And if any person be damaged in his property by the laying out the same, ^{Way} the said Committee are empowered and required under oath to estimate the same and make Return thereof as aforesaid - & the Clerk of this Court is directed to serve the said Committee with a Copy hereof -

The Petition of a large Number of the Inhabitants of South Hadley shew^g that a ferry across Connecticut River against the mouth of Stony Brook ^{at} Stony Brook in S. Hadley would be of public benefit and that John Smith the third of that place is well situated to keep a ferry there praying he may be licensed therefor &c was now read, & ordered that the Consideration thereof be referred to the next Court &c

The foregoing Judgments and Orders were made and entered up and then the said Court adjourn'd without Day -

Att. W. Williams Clerk

Hampshire ss.

Anno Regni Regis Georgii Tertii magnae Britanniae
Franciae et Alberniae primoAugust
Inferior
Court
1761.At his Majesty's Inferior Court of Common pleas holden
at Springfield within and for the County of Hampshire on
the Last Tuesday of August (being the twenty fifth day
of said month) anno Domini 1761.Justices of said
Court - present -
viz
Israel Williams
Josiah Dwight
Elijah Williams
Tim Dwight junrWhose Commission and
Qualification was now
first published - & the Seat
taken accordinglyJury for Trials -
Jon^r Worthington foreman
Samuel Felton junrElijah Hurst
Remembrance Bardwell
Noah Coleman

Nathaniel Danielson

Elijah James

Thomas Dickinson

Nathaniel Bestow

John Cooke

Aaron Bush

John Sheperd junr

de Tal^rW^m Rogers
Stephen Fish
Samuel Montague junr(the Dewey
CaseLomise
or
CurtisAmos Lomise of Southampton in the County of Hamph^r. yeoman
and Esther Curtis of Northampton in the same County widow & Spinster
plt^r vs Henry Curtis of Coventry in the County of W^mndham^r yeoman
def^t. in a plea of Debt &c At the Desire of Cornelius Jones gent. Att^r
to y^e plt^r the Def^t. consents the Case should be further continued & it is
accordingly continued to the next Term of this Court &cGoodrich
or
DeweyCharles Goodrich of a New Plantation called Poontosuck in y^e County
of Hampshire yeoman plt^r vs Israel Dewey of Sheffield in y^e same
County yeoman def^t in a plea of the Case &c as y^e Record of the
past Terms - The Referees to whom this Case was refered now make
Report that having heard the parties and fully considered the Case
they give it as their final Judgment and Determination that the
said Charles recover of the Def^t the Sum of one pound seven
Shillings and one penny lawful money Damages and Cost viz
four pounds Eleven Shillings and Seven pence - It is therefore
Considered by the Court that the said Charles recover against
the s^d Israel the Sum of One pound Seven Shillings and a penny
lawful money Damages and Cost of Court and reference all^d
at four pounds eleven Shillings and Seven pence -Graves
or
BardwellMoses Graves of Hatfield in the County of Hampshire gent. plt^r.
vs Perez Bardwell of s^d Hatfield yeoman def^t in a plea of the Case
as y^e Record of the last Term &c And Now the referees to whom this
Case was then refered with other Demand of y^e Parties - Report that

that having heard the parties and considered the evidence they produced they are of the Opinion and it is their Determination y^e Same the plt. has no just Demand upon the Deft. for more than the five Contin^d pounds eight Shillings which the deft tendered and the plt. rec^d and that y^e residue of y^e Demand is not due &c And that they are further of the Opinion that the plt is indebted to the deft the Sum of two pounds seventeen Shillings and Six pence and cost of Court and this Reference - And the Report is accepted - It is therefore Considered by the Court that the said Perez shall recover against the said Moses the Sum of two pounds seventeen Shillings and Six pence lawful money Damages and one pound eleven Shillings and Six pence allowed him by the Court for cost &c

Alexander McLean of Albany in the County of Albany & Merchant plt. v Timothy Burbank late of Suffield in the County of Hartford & Yeoman in a plea of Debt &c (as at large appears on Burbank's Record of this Court at y^e last Term) - And now comes into Court y^e said Alexander by John Worthington Esq^r his Att^r as also the said Timothy by Joseph Hawley Esq^r his Att^r And the s^d Timothy by his said Att^r defends the force and injury when &c and craves Oyer of the bond &c and it is read unto him and he likewise craves Oyer of the condition of s^d Bond and it is read unto him in these words to wit "The Condition of this Obligation is such that if the above bounden Timothy Burbank his heirs heirs Executors Administrators or any of them shall and do well and truly pay or cause to be paid unto the above named Alexander McLean his heirs or to his certain Attorney Executors administrators or assigns the just and full Sum of one hundred and thirty seven pounds New York currency current money aforesaid on or before the first day of June next to come with the lawful interest without any fraud or further Delay then this Obligation to be void or else to remain in full force and virtue" Which being read and heard the Deft pleads that he ought not to be charged with the s^d Debt by virtue of the bond afores^d because he avers that said bond was made and executed at a place call^d Salisbury in the Colony of Connecticut in New England in Springfield aforesaid and that by one Act and Law made and passed in the General Assembly of the s^d Colony held on the fourteenth day of Oct^r Anno Domⁱ 1708 amongst other things it was enacted by s^d General Assembly that for the future no person or persons whatsoever upon any Contract made shall take directly or indirectly for loan of any money Wares Merchandises or other Commodities whatsoever above y^e Value of Six pounds for the forbearance of One hundred pounds for a year, and so after that rate for a greater or lesser Sum or for a longer or shorter Time And that all Contracts bonds Mortgages & Assurances whatsoever made for the payment of any principal, or money lent or covenanted to be lent upon or for usury, whereupon or whereby y^e shall be reserved or taken above the rate of Six pounds in the hundred as aforesaid, shall be utterly void as doth by the same Act or Law (in Court to be produced) amongst other things more fully appear. And the Deft. doth further aver that after the said fourteenth Day of Oct^r an^d

226,
M^r Lean
17
Burbank

and before the making the said writing obligatory that is to say on the fourth day of May 1760 at a place called Salisbury in the Colony of Connecticut in New England in Springfield aforesaid it was corruptly and contrary to the intent of said Act concluded and agreed - between the said Plt and Def^t. that he the said Plt should forbear & give Day of payment to the Def^t of the Sum of one hundred and Seventeen pounds New York currency that is to say current money of New York which the Def^t then owed to the Plt. until the first day of June specified in the Condition aforesaid then next and that he the Def^t. should pay to the Plt. the Sum of twenty pounds and also the Interest of the Sum of one hundred and thirty Seven pounds at the rate of Six per cent. $\&$ Annuum from the said fourth Day of May to the said first Day of June for lurr and Interest for the forbearing & giving day of Payment of the aforesaid one hundred and Seventeen pounds and that to secure the payment as well of the principal Debt of £17^l. aforesaid as of the said twenty pounds and also the Interest at the rate abovesaid of the Sum of £137^l. - for the space of time from the 4th fourth Day of May to the said first Day of June He the Def^t. should by his writing obligatory executed in due form of Law become bound and obliged to the Plt. in two hundred and Seventy four pounds current money of New York with Condition there underwritten for the payment of One hundred and thirty Seven pounds with the lawful Interest thereof which the Def^t. avers is at the rate of Six per cent. $\&$ Annuum upon the first day of June next ensuing the said fourth Day of May - And the Def^t. further pleads that in pursuance of said corrupt agreement made and executed between the Plt. and Def^t. as above set forth He the Plt. afterwards that is to say on the said fourth day of June at a place called Salisbury in the said Colony of Connecticut in New England in Springfield aforesaid lent and gave Day of payment to the Def^t. of the said Debt of one hundred and Seventeen pounds New York currency aforesaid which the Def^t. owes the Plt. as aforesaid until the said first Day of June then next ensuing and that He the Def^t. to secure the Payment as well of the one hundred and Seventeen pounds aforesaid as of the said twenty pounds and also the Interest of one hundred and thirty Seven pounds at the rate abovesaid for the space of time from the said fourth day of May to the 1st first day of June then next ensuing for lurr and Interest for the forbearing and giving day of payment of said one hundred and Seventeen pounds New York currency aforesaid then and there became bound and obliged to the Plt. in the said two hundred and seventy four pounds current money of New York by the said writing obligatory brought into this Court with the above recited Condition there underwritten and that the Plt. then and there accepted the said writing Obligatory for & payment of the said one hundred and thirty Seven pounds New York currency with the lawful Interest thereof that is to say Interest at the rate of Six per cent. $\&$ Annuum according to the intent and purpose of said corrupt Agreement aforesaid - And the Def^t. further pleads that the 1st Sum of twenty pounds and also the Interest of one hundred & thirty Seven pounds at the rate of Six per cent. $\&$ annuum from the 4th fourth day of May to the said first day of June then next ensuing for the forbearance and giving day of payment of the 1st One hundred and Seventeen

Seventeen pounds for the time aforesaid exceeds the rate of six pounds for one hundred pounds for a year whereby the said Writing obligatory brought into this Court is by force of the said act of the P. General Assembly aforesaid void and of no force in Law and this the Deft. is ready to verify whereupon he prays Judgment whether he ought to be charged with said Debt by virtue of this writing obligatory &c —

And the s^r Alexander McLean by his s^r attorney reserving to Himself the Liberty of altering this or making any new answer or Demurrer to the plea aforesaid on the Trial on the appeal now says that he by any thing by the said Timothy above in pleading alledged ought not to be precluded from his Action afores^d thereof against the said Timothy had because he says that the s^r Timothy the bond aforesaid in the Declaration aforesaid mentioned to the said Alexander did make Seal and deliver for a true & just debt to the said Alexander from the s^r Timothy due without that if it was corruptly agreed between the s^r Alexander and said Tim^r in manner and form as the said Timothy hath above by pleading alledged and this he is ready to verify Wherefore he prays Judgment and his s^r Debt and his Damages by reason of the Detention thereof to be adjudged him &c — And the deft. by his s^r Att^r says that it was corruptly agreed between the plt and deft. in manner and form as he in pleading hath above alledged and this he prays may be inquired of by the Country — And the plt. likewise prays the same &c The Evidence in the Case being now produced in Court and the Parties fully heard thereon and all things touching the same being discussed It is committed to the Jury Mr. Jonathan Worthington foreman and fellows who return their Verdict on Oath that they find for the plt. the forfeiture of the bond ~~sum~~ sued for being two hundred and seventy four pounds new York money and cost of Suit — It is therefore considered by the Court that the said Alexander recover against the said Timothy the Sum of One hundred and ten pounds eighteen Shillings and ten pence two farthings lawful money of this Province (being the Chancery of the said bond) Debt and five pounds sixteen Shillings and eleven pence like money allowed him by the Court with his consent for cost & expenses &c & that he have his Execution thereof — The Deft. appeals from y^e Judgment of this Court to the next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and recognises with Sureties as the Law directs for the prosecuting his appeal with effect as s^r Recognizance on file appeared.

Abraham Van Bosherts of Lunenburg in the County of Albany in y^e Province of New York Trader plt. vs George King of Sheffield in the County of Hampshire gent. and a Deputy Sheriff of the same County deft. in a King's plea of Trespass &c as at large appears on the Records of this Court at y^e last Term thereof. And now the s^r Abraham by Cornelius Jones gent. his att^r appears And the s^r George also by John Worthington & Joseph Hawley Esq^r his Attornies comes into Court and defends and reserving Liberty to give any special Matter in Evidence which ought to be specially

227-
Van Boshuysen
King
specially plead says that he is not guilty in manner and form as the
plt against him has alledged and thereto puts himself on y^e Country
And the plt. by his said attorney agreeing to the defts^r reservation
likewise puts &c. After a full hearing of the parties in this case &
all things touching the same being fully discussed it is committed
to the jury Mr. Jonathan Worthington foreman and fellows who
return their Verdict on oath that they find for the Deft. lost of
Court. It is therefore considered by the Court that the s^r George
reover against the said Abraham his Cost taxed at £
and that he have his Execution &c. The deft. by his s^r Attorney
appeals from the Judgment of this Court to the Next Superior
Court of Judicature to be holden at Springfield within and for
the County of Hampshire on the fourth Tuesday of September next
and recognises with Sureties as the Law directs for the said
Abraham's prosecuting his appeal with Effect as by s^r Recogni-
zance on file appears

Hancock
Jones
John Hancock of Springfield in the County of Hampshire yeoman
plt. vs Cornelius Jones of the Same Springfield gent Deft. in a plea
that the said Cornelius render to the s^r John his reasonable amount for
the time he was receiver &c as by y^e Records of this Court at y^e last term
thereof appears. And the Auditor then appointed to audit y^e Defts^r
account &c having made no report, It is now ordered that the Case be
further continued to the next Inferior Court to be held at Northamp-
ton in and for s^r County on the Second Tuesday of November next, under
the former order thereon

Graves-
app. 6
Patterson
Moses Graves of Hatfield in the County of Hampshire gent. Appel-
lant vs James Patterson of Greenwich in s^r County yeoman Appellee
from a Judgment rendered against him the s^r Moses by Israel Williams
Esq^r one of his Majesty's Justices of the peace for s^r County at a Trial
before him at Hatfield in s^r County on the Sixth Day of July 1761 when &
where the s^r Moses was plt. and the said James deft in a plea of the
Case for that the Deft. at Hatfield aforesaid on the last day of May
last owed the plt. Seventeen Shillings and two pence lawful money
for sundry articles of books amounting to amount then entered
to the plt. Writ and then and there promised him to pay him y^e
same on Demand yet tho' often thereto requested the Deft. has not
paid the same but neglects it to the Damage of the s^r Moses as he
saith thirty Shillings. And on the plea of the Deft. that he owes
nothing to the plt in manner and form as the plt. has alledged then
tendered by the Deft. Judgment was given that the s^r James should
reover his Cost. from which Judgment the s^r Moses appealed to
this Court and the parties now appear, and are at Issue on the
plea aforesaid. And the Evidence being produced in Court and the
parties fully heard thereon the Case is committed to y^e Jury Mr. Jon^s
Worthington foreman and fellows who return their Verdict therein, that is
they on their Oath find for y^e Appellant reversion of y^e former Judgment
4/11 p^r Damages and Cost of Court. It is therefore considered by y^e
Court that the former Judgment be reversed and that the s^r Moses reover
against the said James four Shillings and eleven pence half penny law-
ful money Damages & Cost of this Suit taxed at four pounds 8/10
Ex^a is. 14th Sept. 1761

Eleanor Porter of Hadley in the County of Hampshire Esq p^t vs John Young of Pelham in the same County Physician de^ft. in a plea of the Case wherein he demands £22. 11^s 4^d for sundry articles of book ac^t according to the account on file which the de^ft promised him, on the last of May last, to pay him on demand &c as p^r of Writ - The p^t by Daniel Jones gent. his attorney appears - The de^ft. tho' three times solemnly called to come into Court does not come but makes default.

It is therefore considered by the Court that the s^d Eleanor recover against the said John the sum of two pounds, twelve Shillings and eleven pence one farthing lawful money Damages and one pound eighteen Shillings and one penny for his Cost & expenses &c

Thomas Doty of Boston in the County of Suffolk esq p^t vs Joseph Holmes of Hatfield in the County of Hampshire Yeoman de^ft. in a plea of the Case demanding Six pounds, 10^s which the de^ft. by his Note of 4th 26th of April 1760 promised him on demand with interest but has not paid &c - The p^t by Daniel Jones Gent. his attorney appears - The de^ft. tho' three times publicly called to come into Court doth not appear, but makes Default. It is therefore considered by the Court that the said Thomas shall recover against the s^d Joseph Seven pounds nine Shillings lawful money Damages & Cost of Court taxed at three pounds and eleven pence - Ex^{ce} is. 10th Octo 1761.

Moses Graves of Hatfield Gent. p^t vs Gad Chapin of South-Hadley yeoman de^ft. in a plea of the Case for recovery of a sum due by Note &c In this the p^t being three times publicly called to come into Court doth not come but is Non-suit and the de^ft likewise defaulted and the action dismissed accordingly.

Henry Van Vleet of New York & merchant p^t vs Robert Watson Jun^r of Sheffield Trader and Samuel Osburn of Litchfield & trader de^fendants in a plea of Debt &c The p^t in this Case being three times publicly called to appear and prosecute &c is Nonsuit & the de^fts likewise defaulted - and the action is dismissed accordingly.

Isaac Man of New York & Merchant p^t vs Samuel Osborn of Litchfield Trader and Robert Watson of Sheffield Jun^r & Trader de^fends in a plea of Debt &c The p^t in this Case being three times publicly called to appear & prosecute &c is nonsuit - and the de^ft likewise defaulted - and the action is accordingly dismissed.

Martin Dewey late of Westfield in the County of Hampshire now of Cornetbow Precinct in Dutchess County in the province of New York Gent. p^t vs Thomas Spelman of Granville in the County of Hampshire Mason de^ft. in a plea of the Case for recovery of two pounds 8^s 4^d money which of de^ft. promised the p^t by his note of the Sixteenth of July 1769 on demand with interest but has never paid &c The p^t by John Phelps gent. his attorney appears - The de^ft. tho' three times publicly called to come into Court doth not appear but makes Default - It is therefore considered by the Court that the said Martin shall recover against the s^d Thomas Two pounds fourteen Shillings and four pence lawful money Damages and Cost taxed at two pounds thirteen Shillings and a penny - Ex^{ce} is. 14th Sept. 1761.

228-
Lamb
or
Smith. } Joshua Lamb late of Springfield in the County of Hampshire yeoman
plt vs Daniel Smith of Granville in the same County yeoman deft in
a plea of the Case demanding three pounds 2s. which the deft by his note
dated the thirteenth day of November 1760 promised the plt by 4. first of mar
then next or as 4. writ is fully set forth - the plt. by John Phelps gent.
his att^r appears - The deft. the three times solemnly called to come into
Court doth not come but makes Default - It is therefore considered by
the Court that the s^r. Joshua recover against the s^r. Daniel Three pounds
two Shillings lawful money Damages and cost of Court taxed at one
pound ten Shillings and five pence - Exⁿ is 19th Sept. 1761

Dewey
or
Nelson } Thomas Dewey of Westfield in the County of Hampshire yeoman plt vs
James Nelson of Westfield afores^d. Husbandman deft. in a plea of the Case
wherein y^e. Plt. demands eight pounds 5s. which the deft. by his note on the 7th
day of June 1760 promised the plt to pay him or his order within a twelve-
month with use &c. The plt by John Phelps gent. his attorney appears -
The deft. the three times publicly called to come into Court doth not come
but makes Default - It is therefore considered by the Court that the said
Thomas recover against the said James Eight pounds Seventeen Shillings
and one farthing
Lawful money Damages and cost of Court taxed at one pound 12s.
Exⁿ is 19th Nov. 1761

Dewey
or
Stiles. } Martin Dewey late of Westfield in the County of Hampshire now of
Gronelbow Precinct in Dutchess County in the Province of New York gent.
plt. vs Daniel Stiles of Westfield aforesaid Husbandman deft. in a
plea of the Case demanding two pounds 5s/3 which the deft on the 1st
day of January 1760 by his note promised the plt to pay him or his
order on Demand with Interest but has not paid &c. The plt. by John
Phelps gent. his attorney appears - The deft. being three times publicly
called to come into Court makes Default of Appearance - It is there-
fore considered by the Court that the s^r. Martin recover against the s^r.
Daniel Two pounds nine Shillings and eight pence three farthings
lawful money Damages and cost of Court taxed at two pounds 10s.
Exⁿ is 14th Sept. 1761

Same
agt
Graves. } Martin Dewey late of Westfield in the County of Hampshire now of
Gronelbow Precinct in Dutchess County in the Province of New York Gent. plt.
vs John Graves of the same Westfield Husbandman deft. in a plea of the
Case for recovery of two pounds 9s/4. which the deft on the 3^d of July 1760.
by his note promised the plt. to pay him or order on Demand with Use &c.
The plt. by John Phelps gent. his att^r appears - The deft being three times
publicly called to come into Court makes Default in his appearance -
It is therefore considered by the Court that the s^r. Martin recover ag^t
the s^r. John Two pounds twelve Shillings and six pence half penny law^d
money Damages and cost of Court taxed at two pounds Eleven Shillings a penny
Exⁿ is 14th Sept. 1761.

Griswold
or
Hides. } Moses Griswold of Windsor in the County of Hartford in the Colony of Connecti-
cut in New England Gent. plt. vs John Hides of Westfield in y^e. County of Hamp-
shire Yeoman deft. in a plea of the Case for that the deft at s^r. Westfield on the
eighth of April last by his note [value rec^d.] promised the plt to pay him
four pounds 13s/6 within a month with Interest but has not done it &c. the
plt. by John Phelps gent. his att^r appears. The deft. the three times called to come
into Court doth not appear but makes Default. It is therefore considered by
the Court that the s^r. Moses recover ag^t the s^r. John four pounds 15s/8. lawful money
Damages and one pound 15s. for his cost &c. Exⁿ is 14th Sept. 1761

Samuel Stewart and Henry Stewart both of Branford in the County of Hampshire yeomen plts vs Samuel Hubbard of Granville in the same County yeoman Deft. in a plea of the Case for recovery of £105 lawful money which the deft on the 10th day of June 1760 by his note promised the plts to pay them by the 10th of February then next with interest but has failed & The plts by John Worthington Esq their att^r appear - the Deft. tho' three times publicly called to come into Court does not come but makes Default. It is therefore considered by the Court that the s^d Stewards recover against s^d Hubbard one hundred and twelve pounds fourteen shillings lawful money Dam^s and Cost of Court taxed at one pound sixteen shillings & eleven pence.

Samuel Stewart and Henry Stewart both of Branford in the County of Hampshire yeomen plts vs Joseph Miller of Granville in s^d County yeoman Deft. in a plea of the Case for recovery of the sum of £138. 3. 2 which s^d Deft on the eighth of April last by his note promised the plts to pay them on demand with interest but has failed & The plts by John Worthington Esq their att^r appear. The deft. tho' three times publicly called to come into Court doth not appear but makes Default. It is therefore considered by the Court that the plts recover ag^t the Deft. the sum of one hundred and forty one pounds 7/6 1/2 lawful money Dam^s and Cost of Court taxed at one pound 16/1.

Daniel Fowler of Westfield yeoman plt. vs Ephraim Stiles of Pittsfield Husbandman Deft in a plea of the Case upon account as he s^d appears at large. The plt in this Case being three times called to come and prosecute & does not come but is Nonsuit & the Deft. likewise is defaulted. And the Action dismissed accordingly.

Peter Roe of Westfield in the County of Hampshire yeoman plt. vs Adonijah Burr of the same Westfield Yeoman Deft. in a plea of the Case for recovery of five pounds the deft on the 16th of Oct^r 1760 by his note promised the plt. to pay him within six months with use & The plt. by John Phelps gent his attorney appears. The deft. tho' three times publicly called to come into Court doth not come but makes Default. It is therefore considered by the Court that the said Peter recover ag^t the said Adonijah five pounds five shillings lawful money Damages and Cost of Court taxed at one pound 12/7. Ex^r 13^d Sept^r 17th 1761.

Benjamin Stoddard of Norwich in the County of New London Colony of Connecticut yeoman plt vs Aaron Beach of the place called Number one in the County of Hampshire Yeoman Deft. In a plea of the Case demanding the value of eight spanish mill^d Dollars being two pounds 8s. which s^d Deft On the 30th of Oct^r 1758 by his note promised the plt to pay him on demand with interest yet has never done it & The Plt. by Moses Bliss jun^r gent. his att^r appears. The Deft. tho' three times publicly called to come into Court doth not come but makes Default. It is therefore considered by the Court that the s^d Benjamin recover against the s^d Aaron Two pounds sixteen shillings and four pence lawful money Damages and Two pounds six shillings and three pence allowed him for Costs &c. Ex^r 15^d 17th Oct^r 1761.

Eleazer Burt of Northampton in the County of Hampshire yeoman plt. vs Aaron Scott of Deerfield in said County yeoman Deft. in a plea of the Case for recovery of three pounds fourteen shillings and eight pence which

Burt
or
Scott

Which the Deft on the 4th of April 1759 promised the plt to pay him on Demand with interest but has not done it & The plt by Daniel Jones Gent. his Attorney appears - The Deft. tho' three times solemnly called to come into Court doth not come but makes Default. It is therefore considered by the Court that the s^d Eleazer recover against of said Aaron the sum of five pounds twelve Shillings and three pence three farthings lawful money Damages and Cost of Court taxed at one pound eighteen Shillings and eleven pence. Ex^{is} 12th Sept 1761.

Graves
or
Brare

Moses Graves of Hasfield in the County of Hampshire Gent. plt vs William Brare of the District of South Hadley in the same County yeoman Deft. in a plea of the Case for recovery of 49/- which the Deft on the twelfth day of February last by his note promised the plt. to pay him on Demand with use & The plt. by Daniel Jones gent. his Att^r appears. The Deft. tho' three times publicly called to come into Court doth not come but makes Default. It is therefore considered by the Court that the s^d Moses recover ag^t the s^d William two pounds ten Shillings & Seven pence half penny lawful money Damages and Cost of Court taxed at one pound sixteen Shillings and Seven pence. Ex^{is} 14th Sept. 1761.

Fowler
or
Martin

Bildad Fowler of Westfield in the County of Hampshire Trader plt. vs Ebenezer Martin of a place called Number four in the County of Berks^h: Clerk Deft. In a plea of the Case for recovery of three pounds 11/- which the Deft on the Second of May 1760 by his note promised of plt. to pay him within two months with interest & The plt by John Phelps gent his attorney appears & The Deft. tho' three times publicly called to come into Court doth not come but makes Default. It is therefore considered by the Court that the plt recover ag^t the Deft. three pounds 16/3/4 lawful money Damages and Cost of Court taxed at one pound 14/9.

Harvey
or
Ward

Ebenezer Harvey of Northfield in the County of Hampsh^r: yeoman plt vs Isaac Ward of Amherst in the same County Gent. Deft in a plea of the Case for recovery of twenty six pounds 13/4. which the Deft on the 18th day of July 1759 by his note promised the plt to pay him By the 15th day of April 1761 with interest therefor & The plt. by Daniel Jones gent. his Att^r appears. The Deft. tho' three times publicly called to come into Court doth not come but makes Default & It is therefore considered by the Court that the plt. shall recover against the Deft. thirty one pounds twelve Shillings & ten pence three farthings lawful money Damages & Cost of Court taxed at Two pounds Six Shillings and nine pence. Ex^{is} 26th Sept. 1761.

Brewer
or
Woodbridge

Josiah Brewer Jun^r. of Worcester in the County of Worcester yeoman plt. vs John Woodbridge Jun^r. of South Hadley in the County of Hampshire Gent. Deft. In a plea of the Case demanding six pounds 14/2. which of Deft. on the Seventh of October 1759. by his note promised the plt to pay him or order on Demand yet has not done it & The plt. by Daniel Jones gent. his att^r appears. The Deft. tho' three times solemnly called to come into Court doth not come but makes Default & It is therefore considered by the Court that the s^d Josiah recover against the s^d John the sum of six pounds fourteen Shillings and two pence lawful money Dam. and Cost of Court taxed at two pounds three Shillings and nine pence. Ex^{is} 12th Oct. 1761.

Uleazer Burt of Northampton in the County of Hampshire trader plt. vs
Simeon Smith late of Montague in the same County yeoman def. in a
plea of the Case demanding two pounds nine Shillings which the def. { Burt
on the fifth day of May 1759 promised the plt to pay him or order on { or
Demand with Interest &c - The plt. by Daniel Jones gent his Att. appears. Smith
The def. tho' three times publicly called to come into Court doth not come
but makes Default &c It is therefore considered by the Court that the
said Uleazer recover against the said Simeon two pounds fifteen
Shillings and ten pence lawful money Damages and Cost of Court
taxed at one pound eighteen Shillings and seven pence
Ex^{is} 12th Sept 1761

Martin Dewey late of Westfield in the County of Hampshire now
of Bromelbow precinct in Dutchess County and Province of New { Dewey
York Gent^l plt vs James Nelson of Westfield aforesaid Hus- { or
bandman def. in a plea of the Case demanding Six pounds 12/3 Nelson
mony which the def. by his note on the 31st of March 1760 pro-
mised the plt or his order &c with use - The plt appears - The def.
tho' three times publicly called to come into Court doth not come
but makes Default - It is therefore considered by the Court
that the said Martin recover against the s^d James seven pounds
three Shillings and five pence lawful money Damages and Cost
of Court taxed at two pounds 10^{sh} - Ex^{is} 14th Sept 1761.

Challis Safford of Hardwick in the County of Worcester Physician { Safford
plt vs Samuel Owen jun^r late of New Salem in the County of { or
Hampshire yeoman and Samuel Robinson the third of Hardwick { Owen et
aforesaid yeoman def^s in a plea of the Case for recovery of four al -
pounds 6/2 which they by their joint note on the 12th of May 1760
promised the plt on Demand with use &c - The plt. by his att^r
appears. The def^s tho' three times publicly called to come into
Court do not come but make Default - It is therefore considered
by the Court that the said Challis recover against the s^d Owen and
Robinson four pounds twelve Shillings and eight pence half penny
lawful money Damages and Cost of Suit taxed at two pounds 10^{sh} -

Martin Dewey late of Westfield in the County of Hampshire now of { Dewey
Bromelbow precinct in Dutchess County and in the Province of New- { or
York Gent^l plt. vs Jacob Gleason of Westfield aforesaid Blacksmith { Gleason
def. in a plea of the Case demanding eight pounds 9/8 which if def.
on the first of May last by his note promised the plt on demand with
use &c as if of Whit - The plt. by his att^r appears - The def. tho' three
times publicly called to come into Court doth not come but makes
Default - It is therefore considered by the Court that the s^d Martin
recover against the said Jacob eight pounds twelve Shillings and
four pence three farthings lawful money Damages and Cost of Suit
taxed at two pounds ten Shillings and eleven pence Ex^{is} 14th Sept 1761.

Abigail Sackit who was the wife of Joseph Sackit late of Westfield { Widows
in the County of Hampshire yeoman deceased plt. vs Nathaniel Phelps { Sackit
of the same Westfield yeoman def^r Who was on the 10th of August - { or
current by Moses Dewey def^r Ther. by good and lawful Summoners viz Phelps
David Fowler and Matthew Safford both of s^d Westfield, summoned to
appear

Sackitt
Phelps } appear before this Court and to shew cause why to the s.^d Abigail he doth not render her reasonable Dower which happens to her of a certain House & Lot of Land Mesuage or Tenement with y.^e appurte: names lying and being in Westfield aforesaid bounded North west and South on the High Way east on Samuel Sackitt's Land s.^d Lot Mesuage or Tenement contains about three acres now in the possession of the said Nathaniel Phelps which was in the Seisin & possession of her said Husband Joseph Sackitt and whereof he was seized in his Demesne of fee during the coverture and whereof she hath nothing as she saith, and whereof she complains the s.^d Nathaniel Phelps hath deforced her. The s.^d Abigail by Daniel Jones Gent.^r her Attorney appears. And the s.^d Nathaniel by John Worthington & Joseph Hawley Esq.^r likewise comes into Court and defends his right to the premises and his Seisin &c. and pray: the Leave of this Honble Court to impart until the next term that he may have Opportunity to vouch Erastus Sackitt to warrant to him the premises against the demands of the plt. holding the same under the warranty of the s.^d Erastus as he says. and it is granted him. and the Case is continued accordingly.

Dewey
Tremain } Martin Dewey of the Nine Partners in fromelbo precinct in Dutchess County in the Province of New York Gent.^r plt. vs Nathan Tremain late of Egremont in the County of Hampshire Cordwainer Deft. in a plea of the Case demanding two pounds 9/5⁴ with y.^e Interest due by the Deft.^r note of the 30th of July 1759. or as pt. of Writ. The plt. by his attorney appears. The deft. tho' three times solemnly called to come into Court doth not come but makes Default. It is therefore considered by the Court that the said Martin recover against the said Nathan two pounds fifteen Shillings & seven pence one farthing lawful money Damages and cost of Court taxed at two pounds 17/7. Ex. is. 14th Sept. 1761.

Dewey
Dewey } Thomas Dewey of Westfield in the County of Hampshire yeoman plt. vs Israel Dewey of Great Barrington in the County of Berkshire yeoman deft. in a plea that said Israel render to said Thomas a certain writing obligatory and a certain writing called an acquittance or Discharge which from said Thomas he unjustly detains & whereon said Thomas says that at said Springfield on the twenty second day of May Anno Dom 1760 he was possessed of a certain writing obligatory sealed with the seal of the s.^d Israel duly executed and delivered before by him to the plt. wherein it was expressed that the said Israel bound and obliged himself to the said Thomas in the Sum of twenty pounds lawful money to be paid to the said Thomas on demand on condition However to the following import that if the said Israel should well and truly pay one half of the just debts due from the Estate of Thomas Dewey then dec.^d the late father of the s.^d Israel and Thomas the plt. which he owed at the time of his death first subduiting therefrom what Sums were due to him the said father of s.^d Israel and the plt. at the s.^d time of his Death then s.^d bond to be void otherwise not and expressing also in the same writing that the said Israel had then when he made and sealed said bond received of Thomas the plt. (who was sole

Sole Executor of the last will and Testament of his ^{S.} father } his ^{S.} Israel
Proportion and Share of all the personal Estate of ^{S.} Thomas dec. excepting (Continued)
his part & share of some old Hogsheads and some Salt pork and a Mare
that were part of said Testator's Estate and undivided - And at said
Springfield on said twenty second day of May said Thomas was pos-
sessed of a certain writing under hands of Daniel Wagg of ^{S.} Westfield
Yeoman and Abigail his Wife and of Bathsheba Wagg of said
Springfield widow and of Hannah Bartlett of ^{S.} Springfield who was
then feme Sole and Hannah Dewey and by ^{S.} name signed a writing
which said Abigail Bathsheba and Hannah are Sisters of ^{S.} Thomas
the plt. and Daughters to the said Thomas the Testator and each
by his said will intituled to a proportion of his personal Estate by
which said writing they each acknowledged they had rec^{d.} of the plt.
Executor as aforesaid their respective Shares of their ^{S.} father's per-
sonal Estate and thereby with said Daniel acquitted and discharg'd
said plt. from any further demands against him on account there
of Which bond and acquittance aforesaid were both contained in
one and the same Sheet of Paper and being so possessed thereof as of
his own proper paper and writing he the said Thomas afterwards
the same twenty second day of ^{S.} May at said Springfield casually
lost the same out of his hands and Possession and the same paper and
writing afterwards viz the same day last aforesaid at ^{S.} Springfield
by finding came into the hands and Possession of said Israel who
knew them to belong to the plt. yet tho often requested he hath never
delivered the same to the said plt. but hath always hitherto refused
and still does refuse to deliver them to the plt. to his Damage as he
says eighty pounds - And the said Israel by Mark Hopkins gent. his
attorney comes and defends the force and Injury &c. and saith that
he doth not detain the writing Obligatory and acquittance or discharge
by the plt. demanded or sued for or either of them in manner and
form as the plt. in his Declaration against him hath alledged
and thereof puts Himself on the Country - And the plt. by John
Worthington and Joseph Hawley Esq^r his Attornies likewise does the same.
The Evidence in this case being produced in Court and the Parties fully
heard thereon the Case is committed to the Jury Mr Jon^s Worthington
foreman and fellows Who return their verdict therein that is they
on their oath say they find that the deft. detains the writing Obli-
gatory and the discharges mentioned in the plt.' Declaration from
him the plt. & that the deft. return the same to the plt. or pay
him the Sum of eighty pounds lawful money & they also find for
the plt. cost of Suit - It is therefore considered by the Court that if
said Thomas have and recover of the ^{S.} Israel the writing obligatory
and the Discharges abovementioned or the Sum of eighty pounds
lawful money Damages and also four pounds twelve Shill^{ings} & two
pence allowed him by the Court with his consent for his costs &c.

To ^{S.} Israel by his ^{S.} Att^{orneys} appeals from the judgment of this
Court to the Superior Court of Judicature &c. to be holden at Springfield
within and for the County of Hampshire on the fourth Tuesday of
September next and recognizes with Sureties as the Law directs
for prosecuting his appeal with Effect there as by said recognizance
on file appears -

Jonathan Morton of Hatfield in the County of Hampshire Gent. plt. vs
 Morton Isaac Ward of Amherst in the same County gent. Def. in a plea of the
 Case for recovery of two pounds 12/5. which the Def. on the 12th of March
 last by his note promised him on demand with use &c. - The plt. by
 his attorney appears - The Def. tho' three times publicly called to come
 into Court doth not come but makes Default - It is therefore con-
 sidered by the Court that the s^d Jonathan recover ag^t the s^d Isaac
 two pounds thirteen Shillings & Seven pence half penny lawful money
 damages & Cost of Court taxed at one pound 14/3. - Done is 29th Sept. 1761.

Jonathan Morton of Hatfield in the County of Hampshire Gent. plt.
 vs Isaac Ward of Amherst in the same County gent. Def. in a plea of
 Debt demanding twelve pounds which the Def. on the fourth of July
 1757 bound himself to pay the plt. on demand and also one hundred
 pounds lawful money which the Def. on the Eleventh of April 1759 by
 another bond obliged himself to pay if plt. on demand - as is at large
 set forth in the Writ &c. - The plt. by his attorney appears - The Def.
 tho' three times publicly called to come into Court doth not come but
 makes Default - It is therefore considered by the Court that the
 said Jonathan shall recover against the said Isaac twenty pounds
 three Shillings and two pence two farthings lawful money, being
 the sum of the said bonds, Debt and Cost of Court taxed at one
 pound fourteen Shillings and three pence Done is 29th Sept. 1761.

Jonathan Morton of Hatfield in the County of Hampshire gent. plt. vs
 Benj^a Pearse of South Hadley in the same County yeoman & Elisha Pomeroy
 of Northampton in the County aforesaid Gent^l otherwise called Benj^a
 Pearse of Hadley & Elisha Pomeroy of Northampton as in the bond
 below mentioned - Def^s in a plea that they render to the s^d Jon^a Sixty
 pounds lawful money which they on the 29th of May 1758 jointly
 bound themselves to him to pay him on demand &c. as is at large
 declared in the writ - the plt. by his attorney appears - The Def^s
 tho' three times publicly called to come into Court do not come but
 make Default &c. It is therefore considered by the Court that the s^d
 Jonathan shall recover against the said Benj^a and Elisha thirty
 Six pounds lawful money, being the sum of said bond, Debt &
 Cost of Court taxed at one pound fourteen Shillings & eleven pence.

Jonathan Morton of Hatfield in the County of Hampshire gent. plt. vs Joseph
 Hubbard of Hadley in the same County Gent^l and Benjamin Pierce of
 South Hadley in s^d County yeoman otherwise called Joseph Hubbard and
 Benjamin Pierce both of Hadley aforesaid (as in the bond hereafter declared
 on) Def^s in a plea that they render to the plt. three hundred pounds
 lawful money of this province which they owe him and unjustly detain
 from him for that whereas the Def^s on the fourth day of May 1748 at
 Springfield afores^d by their joint bond dated the day and year last above^d
 in Court to be produced bound themselves to the plt. by the name of Jon^a
 Morton of Hatfield aforesaid in the sum of three hundred pounds lawful
 money of s^d Province to be paid to the plt. on demand, yet the Def^s or either
 of them tho' often requested have not paid said sum to the plt. but they
 wholly deny to do it to the damage of the plt. as he says three hundred
 pounds - The plt. by his attorney appears - The -

The Def^t tho' three times publicly called to come into Court do not appear but make default &c. It is therefore considered by the Court ^{Continued} that the s^d Jonathan shall recover against the S^ds Joseph & Benjamin Nineteen pounds Six Shillings and Six pence half penny lawful money being the sum of the bond declared on Debt and Cost of Court taxed at one pound fourteen Shillings and eleven pence - After all which the s^d Joseph by Daniel Jones gent his attorney comes into Court and appeals from the judgment of this Court to the Superior Court of Judicature &c to be holden at Springfields in &c for the County of Hampshire on the fourth Tuesday of September next Who renews with Sureties as the Law directs for the s^d Appellant's prosecuting his appeal with effect as by the same recognizance on file appears -

John Smith the Servant of South Hadley in the County of Hampshire yeoman plt. vs Thomas White of s^d South Hadley yeoman & Saul Alford lately of Northampton in the same County yeoman Ex^{ors} ^{Smith} ^{Alford} ^{Ex^{ors}} of the last will and Testament of John Alford the younger of the Two of that name lately of s^d South Hadley yeomen both def^s in a plea of the Case demanding Sixteen pounds old Tenor (worth as the plt. says 42/8 lawful money) which the s^d John Alford in his life time on the eleventh of August 1752 by his note promised the plt with use by the first of Oct^r then next but never paid it &c as at large set forth in J^d Writ - The plt by his attorney appears. The def^s tho' three times solemnly called to come into Court do not come but make default - It is therefore considered by the Court that the said John the plt. recover against the Estate of the s^d John the Testator in the hands and under the administration of s^d Ex^{ors} three pounds five Shillings and Seven pence lawful money Damages and Cost of Court taxed at one pound 8/10 - Ex^{co} J^d 16th Sept. 1761 -

David Morton of Hatfield in the County of Hampshire yeoman plt. vs James Dickinson of Palmer in the same County yeoman def^t in a plea of the Case for recovery of nine pounds 5/ which the def^t on the 5th of March last by his note promised the plt to pay him by the ninth of the same March with interest &c - The plt. by his attorney appears - The def^t tho' three times solemnly called to come into Court doth not come but makes default &c - It is therefore considered by the Court that the s^d David recover ag^t the said James nine pounds nine Shill^{ings} & eight pence lawful money Damages & Cost of Court taxed at one pound 12/9 - Ex^{co} J^d 16th Sept. 1761.

Bildad Fowler of Westfield in the County of Hampshire Trader plt. vs Obadiak Moor of s^d Westfield Husbandman def^t in a plea of the Case demanding Seven pounds 5/6 with the interest which the def^t on the 15th of Oct^r last by his note promised the plt. on demand &c - The plt by his att^y appears - The def^t tho' three times solemnly called to come into Court does not come but makes Default &c - It is therefore considered by the Court that the s^d Bildad recover against the said Obadiak three pounds Sixteen Shillings and one penny lawful money Damages and Cost of Court taxed at one pound eleven Shillings & Eleven pence like money - Ex^{co} J^d 5th Apr. 1762 -

232. Samuel Sedgwick of a place called Number three in the County of Hampshire yeoman plt vs Hezekiah Sumner of the same place gent
vs Sumner } deft in a plea of the case demanding £45. lawful money which the deft. on the 30th day of June 1760 by his note promised the plt to pay him or order by 4th 10th day of June then next with use - also demanding (by the name of Samuel Sedgwick of Number one in the same County yeoman) ag^t the deft. the Value of sixteen pounds $\frac{4}{3}$ the one half in good merchantable asses the other half in good merchantable broad Hoes the half of which to be delivered in six the other half in twelve months from the 27th of February 1760 and Interest be as $\frac{1}{2}$ of Writs on file is fully set forth - The plt. by his attorney appears - The deft. tho' three times solemnly called to come into Court doth not come but makes Default &c It is therefore considered by the Court that the said Samuel recover ag^t the said Hezekiah sixty five pounds eighteen Shillings and seven pence half penny lawful money Damages and Cost of Court taxed at two pounds four Shillings and a penny - Ex^a J^s 19th Sept. 1761.

Ely et al
for Stiles } John Ely yeoman & Justin Ely Gent^s both of Springfield in the County of Hampshire plt^s vs Daniel Stiles of Westfield in the same County yeoman deft. In a plea of the case for recovery of two pounds 9^s on account according to the amount annexed to the writ on file - The plt^s by their attorney appear - The deft. tho' three times solemnly called to come into Court doth not come but makes Default &c It is therefore considered by the Court that the plt^s shall recover against the deft. two pounds nine Shillings and seven pence lawful money Damages and Cost of Court taxed at one pound nine Shillings & two pence -

Same
pg⁶ Leonard } John Ely yeoman and Justin Ely Gent^s both of Springfield in the County of Hampshire plt^s vs Joseph Leonard of Springfield yeoman deft. in a plea of the case demanding four pounds 8^s 6^d which the deft. on the 15th of March 1760 promised by his note to pay them within three months with use & the plt^s by their att^y appear. The deft. tho' three times solemnly called to come into Court doth not come but makes Default &c - It is therefore considered by the Court that the plt^s recover against the deft. four pounds sixteen Shillings and two pence half penny lawful money Damages & Cost of Court taxed at one pound 7^s 10^d -

Whaples
or Sumner } Jonathan Whaples of a New Township called Number one in the County of Hampshire yeoman plt. vs Hezekiah Sumner of a New Township called Number three in the same County Gent^l deft. in a plea of the case demanding nine pounds lawful money which J^r deft. on the third of Nov^r 1760 by his note promised the plt. to pay him or order by the 11th day of February then next - but has failed & The plt. by his attorney appears - The deft. tho' three times solemnly called to come into Court doth not come but makes Default &c - It is therefore considered by the Court that the said Jonathan recover against the said Hezekiah nine pounds lawful money Damages & Cost of Court taxed at two pounds three Shillings and nine pence -

Gunn
Adon^t Stedson } Eleanor Gunn of Sheffield in the County of Hampshire widow and Relict of Stephen Gunn late of Sheffield Gent^l Dec^r & Administratrix of the Goods & Estate of s^r Stephen plt. vs -

vs Elijah Studson of a place called Windsor Goshen in the County of
Hartford and Colony of Connecticut & late of s^d Sheffield yeoman def^t. in {Gurn's
a plea of the Case demanding three pounds 13/7^d for sundry articles of {Adm^t
Amount which he owed s^d Stephen and promised him in his life time {Studson
to pay him but never did it nor has he paid the same to s^d Eleanor
& as p^t the Writ - The plt by her att^r appears - The def^t tho three
times publicly called to come into Court doth not come but makes
default &c - It is therefore considered by the Court that the said
Eleanor in her s^d Capacity recover against the said Elijah three
pounds thirteen Shillings and seven pence lawful money damages
and cost of Court taxed at two pounds 11/1^d - Ex^{ce} is^d Sept. 10th 1761.

Martin Dewey late of Westfield in the County of Hampshire now of {Dewey
Cornelbow merchant in Dutchess County and the Province of New York {or
Gent. plt. vs Preserved (Cap of s^d Westfield Joiner def^t. in a plea of the {Cap-
Case for recovery of thirteen pounds 3/10^d lawful money which the def^t
on the 27th of May last promised s^d plt. to pay him or order on demand
with use &c but has not &c - The plt. by his attorney appears - The def^t.
the three times solemnly called to come into Court doth not come but
makes default. It is therefore considered by the Court that the said
Martin shall recover against the said Preserved thirteen pounds
Seven Shillings and ten pence lawful money damages & cost of Court
taxed at two pounds 10/11 - - - - - Ex^{ce} is^d 19th Sept. 1761.

Bildad Fowler of Westfield in the County of Hampshire yeoman plt. {Fowler
vs Daniel Grainger of Sheffield in the County of Berkshire yeoman {or
def^t. in a plea of the Case for that said Daniel at said Westfield on {Grainger
the first day of January 1761 was indebted to the plt in the Sum of
nine pounds 15/5. lawful money to balance accounts according to the
account annexed to s^d Writ and then and there in consideration there
of promised the plt. to pay him the same on demand yet s^d Daniel
tho often requested has never paid the same but unjustly neglects
and refuses to do it to the damage of the said Bildad as he says &c.
The plt. appears - And the said Daniel comes into Court and defends
&c & now tenders to the ^{plt} three pounds ten Shillings lawful money for his
Debt against him the def^t on the abovesaid account and one pound
fifteen Shillings for the cost of this Suit, and says that he is not
further indebted to the plt. in manner and form as the plt. ag^t him
in his de^c has alledged and thereof puts himself &c & the plt. by
Charles Phelps Esq^r his att^r (accepting the sum tendered as afore^s.)
likewise puts &c - In this case the Evidence being produced in Court
and the parties fully heard, The Case is committed to the Jury Mr.
Jonathan Worthington foreman and fellows who return their
Verdict therein and on their oath say they find for the def^t (cost
of Court - It is therefore considered by the Court that the def^t recover
against the plt. his Cost taxed at one pound 5/6. - The plt. by
John Phelps gent. his attorney appeals from the judgment of this
Court to the next Superior Court of Judicature or to be holden at Spring
field within and for the County of Hampshire on the fourth Tuesday
of September next Who recognises with Sureties as the Law directs
for the appellants prosecuting his Appeal with Effect as by s^d
Recognizance on file appears

233. George Dymon of Springfield in the County of Hampshire Gent^r plt. vs
Dymon } Cornelius Jones Gent^r and Sarah Sheldon gentlewoman both of s^d Springfield
Shelden } Executors of the last will and testament of Joseph Sheldon late of said
Execu^r } Springfield Gent^r dec^d deft^s. In a plea of the Case for recovery of nine
pounds 10/10 which the s^d Joseph [then living] on the 25th of February
1757. by his note promised y^e plt. on demand with use, but never paid
it nor have his Exec^r paid the same &c. The plt. by his attorney
appears. The deft^s tho' three times solemnly called to come into Court
do not come but make Default &c. It is therefore considered by the
Court that the s^d George recover against the Estate of s^d Testator in
the hands of s^d Executors Twelve pounds, twelve Shillings and two pence
half penny lawful money Damages and Cost of Court taxed at
one pound nine Shillings and three pence. Ex^r is^d 11th Nov^r 1761.

Bliss } Moses Bliss of Springfield in the County of Hampshire yeoman and
Same } one of the deputy Sheriffs of s^d County under Oliver Partridge Esq^r
Sheriff of the s^d County plt. vs Cornelius Jones Gent^r and Sarah Sheldon
Gentlewoman both of said Springfield Executors of the last will and
Testament of Joseph Sheldon late of Springfield afores^d Gent^r dec^d
deft^s in a plea of the Case demanding five pounds which the s^d
Joseph on the 14th day of May 1759 [he being then living] by his
note promised the plt. on demand with use &c as ff of Writ &c
The plt. appears. The deft^s tho' three times solemnly called to come
into Court do not come but make Default &c. It is therefore con-
sidered by the Court that the said Moses shall recover against y^e
Estate of the s^d Joseph in the hands of s^d Executors five pounds
eleven Shillings and nine pence lawful money Damages & Cost of
Court taxed at one pound 9/3. Ex^r is^d 11th Sept^r 1761.

Chauncy } Josiah Chauncy of Amherst in the County of Hampshire Esq^r plt. vs
Esq^r } Joseph Locks of Shutesbury in the same County yeoman deft. in a plea
Locks } of the Case demanding eleven Pounds 14/3. which the deft. on the third
of July last by his note promised the plt. on demand with use &c as ff
the Writ. The plt. appears. The deft. tho' three times solemnly called
to come into Court doth not come but makes Default &c. It is therefore
considered by the Court that the plt. recover against the deft. eleven pounds
Sixteen Shillings and Six pence lawful money Damages and Cost of Court
taxed at one pound eighteen Shillings & seven pence. Ex^r is^d 19th Nov^r 1761.

Allin } Mary Allin of Pomfret in the County of Windham & Colony of Connecticut
Pulsipher } in New England widow & Spinster plt. vs David Pulsipher of Ware River
parish called in the County of Hampshire Husbandman deft. in a
plea of the Case demanding nine pounds 10s. which he by his note on y^e
18th of March 1760 promised her to pay her or her order by the first of Aug^r
current with use but has failed &c. The plt. by her attorney appears.
The deft. tho' three times solemnly called to come into Court doth not
come but makes Default &c. It is therefore considered by the Court
that the said Mary recover against the said David nine pounds
fourteen Shillings and one penny half penny lawful money Damages
and Cost of Court taxed at two pounds five Shillings and nine
pence like money & that she have Exec^r &c. Ex^r is^d 11th Sept^r 1761.

William Scott junr of Palmer in the County of Hampshire Gent: plt. vs Isaac Clark of Hardwiche in the County of Worcester husbandman deft. in a plea of the case demanding Seventy Gallons of good Barbadoes rum which the deft by his note on the 12th of August 1756 promised the plt to deliver him at his house then by the 15th of Oct: then next, if not to pay the interest &c which he has failed to do &c - The plt. appears. the deft. tho' three times solemnly called to come into Court doth not come but makes default &c. It is therefore Considered by the Court that the said William recover agt the s^d Isaac twenty two pounds 12/4. lawful money Damages & Cost taxed at one pound 16/3. - Ex: p: 11th Sept: 1761 -

Simon Hathaway of Suffield in the County of Hampshire Gent: - otherwise called Simon Hathaway of Suffield in the County of Hartford & Colony of Connecticut Gent: plt. vs Jonathan Willard of Great Barrington in the County of Berkshire Yeoman deft. in a plea of the Case demanding fifty pounds in bills of credit, equal as y^e plt. says to nine pounds lawful money, which the deft. on the tenth of May 1745 promised the plt to pay him, or good barr Iron by the first of March then next &c as by the Writ &c - The plt. by his attorney appears - The deft. tho' three times solemnly called to come into Court doth not come but makes default &c. It is therefore Considered by the Court that the said Simon recover agt the said Jonathan nine pounds lawful money Damages & Cost taxed at one pound 17/9.

Paul Smith of Suffield in the County of Hampshire yeoman otherwise called Paul Smith of Suffield in the County of Hartford in the Colony of Connecticut in New England yeoman plt vs William Spenser of Sheffield in the County of Berkshire yeoman deft. in a plea of the Case demanding Seven pounds 10s. in Connecticut Proclamation money so called, which is equal to lawful money, which the deft on the 19th day of May 1760 by his note promised the plt. within six months, otherwise the interest &c. - The plt. by his attorney appear - The deft. tho' three times publicly called to come into Court doth not come but makes default &c. - It is therefore Considered by the Court that the said Paul recover against the s^d William eight pounds 1/4 3/4. lawful money Damages and Cost taxed at one pound 18/9. like money - Ex: p: 28th Oct: 1761.

Stephen Horton of Springfield in the County of Hampsh: yeoman plt. vs Jonathan Baker of South Hadley in s^d County yeoman deft. in a plea of the Case demanding eighteen pounds which the deft. on the 20th of May 1760 promised the plt. by his note to pay him by the first of Nov: then next with use &c - - The plt. by his att: appear The deft. tho' three times publicly calld to come into Court doth not come but makes default. It is therefore Considered by the Court that the s^d Stephen recover agt the s^d Jon: Eleven pounds 4/6. lawful money Damages and Cost of Court taxed at one pound 10/7. like money; Ex: p: 26th Sept: 1761.

Agnes Wallis of Windsor in the County of Hartford in the Colony of Connecticut in New England Singlewoman & Spinster plt. vs David Wallis of Brimfield in the County of Hampshire Gent: deft. in a plea of the Case Demanding twelve pounds 3/10. lawful money which the deft by his note on the Seventh of June 1757. promised her to pay her or order on demand with use &c - The plt by her attorney appears -

The

The deft. tho' three times publicly called to come into Court doth not come but makes default. It is therefore Considered by the Court that the said Agnes recover against the s^d David fifteen pounds 4/11^d lawful money Damages & Cost of Court taxed at one pound 17/3. - Ex^{ra} i^{is} 11th Sept. 1761 -

Fowler
or
Church Stephen Fowler of Westfield in the County of Hampshire yeoman plt. vs Malachi Church of Hadley in the same County yeoman deft. in a plea of the Case demanding Six pounds which the deft by his note on the Sixth day of June last promised one Biddad Fowler to pay him or his order on demand with use, who has since ordered the payment thereof to y^e plt. & as by y^e Writ &c The plt. appears - The deft. tho' three times publicly called to come into Court doth not come but makes default &c - It is therefore Considered by the Court that the s^d Stephen recover ag^t the s^d Malachi Six pounds 12/10^d lawful money Damages and Cost taxed at one pound thirteen Shillings and a penny - Ex^{ra} i^{is} 15th Sept. 1761 -

Green
or
Brooks Thomas Green of Leicester in the County of Worcester physician plt. vs Samuel Brooks of Springfield in the County of Hampshire yeoman deft in a plea of the Case for recovery of Six pounds 9/5^d which the deft on the 19th of May 1761. by his note promised the plt on demand with use &c The plt. by his Att^{ys} appears - The deft. tho' three times solemnly called to come into Court doth not come but makes default &c - It is therefore Considered by the Court that the plt. shall recover ag^t the deft. Six pounds eleven Shillings & eight pence lawful money Damages and Cost of Court taxed at two pounds & three pence - Ex^{ra} i^{is} 14th Jan^y 1762.

Fitchwork
Adm^r Caleb Fitchwork of Brookfield in the County of Worcester yeoman -
Libbe Administrator of the Goods and Estate of Pelatiah Fitchwork of Springfield in the County of Hampsh^{ire} deceased intestate plt. vs Jacob Libbe of Monson in the County of Hampshire yeoman deft. in a plea of the Case for recovery of two pounds 15/8 which the deft. by his note on the 17th day of April 1750 promised said Intestate, then living, to pay him by the first of April then next, but has never done it &c - The plt. appears - The deft. tho' three times publicly called to come into Court doth not come but makes default - It is therefore Considered by the Court that the said Caleb in his Capacity aforesaid recover ag^t said Jacob two pounds 15/8. lawful money Damages & Cost taxed at one pound 19/10. - Ex^{ra} i^{is} 26th Sept. 1761.

Mears
or
Smith Stephen Mears of Windsor in the County of Hartford & Colony of Connecticut yeoman plt. vs Matthias Smith of Springfield in the County of Hampshire yeoman deft. in a plea of the Case demanding Six pounds & 5^d which the deft by his note on the 12th of March last promised the plt. on demand with use &c - The plt. by his Att^{ys} appears. The deft. tho' three times publicly called to come into Court doth not come but makes default &c - It is therefore Considered by the Court that the said Stephen recover ag^t the s^d Smith Six pounds 3/10. lawful money Damages & Cost of Court taxed at one pound twelve Shillings and nine pence -

Kellogg's
Exec^{rs} Experience Kellogg Widow & John Kellogg yeoman both of Hadley in y^e County of Hampshire Executors of the last Will and Testament of James Kellogg late of s^d Hadley dec^d plt^s vs Isaac Corning late of Hardwicks in the County of Worcester Husbandman deft. in a plea of the Case demanding two pounds lawful money which the deft. by his note on the 21st day of Sept. 1757. promised

promised S^r James, then living, to pay him within three months with
use & also demanding 2/6 1/2 upon amount according to the amount on file {Continued
which he owed & promised S^r James when living to pay him on demand
but has not paid the same sum &c - The plt. by their attorney appears
The deft. tho' three times publicly called to come into Court doth not come
but makes Default &c - It is therefore considered by the Court that the
plt. in their said Capacity recover against the deft. two pounds eleven
Shillings and Six pence half penny lawful money Damages & Cost taxed
at one pound nineteen Shillings and five pence -

John Downing of a plantation called Ware River parish in the County
of Hampshire Jnn. holder plt. vs Thomas Patterson of Pelham in the same County Husbandman deft. in a plea of the Case for recovery of the value
of four thousand and a half well burnt Brick light four long four
four wide and two four thick which the deft. by his note on the
28th of November 1759. promised the plt. to be delivered at a place called
Spring meadow by the first of July then next, and the plt. says the
same bricks would have been worth four pounds 10s. as per the Writ
The plt. by his att^r appears - The deft. tho' three times publicly called
to come into Court doth not come but makes default - It is therefore
considered by the Court that the plt. shall recover ag^t the deft. four
pounds ten Shillings lawful money Damages and Cost of Court taxed at
one pound nineteen Shillings and seven pence.

Jesse Gibbs of Greenwich in the County of Hampshire yeoman plt. vs
John Young of Pelham in the same County Physician deft. in a plea of
the Case demanding ten pounds, the deft. by his note on the 31st of March
last promised the plt. on or before the end of three months from that date
&c - The plt. by his att^r appears - The deft. tho' three times publicly
called to come into Court doth not come but makes default &c -
It is therefore considered by the Court that the plt. shall recover ag^t
the deft. ten pounds lawful money Damages & Cost taxed at £2.4.1. -

Jedediah Slip of Springfield in the County of Hampshire Gent^r plt. vs
Jonas Hayward of Brookfield in the County of Worcester Husbandman deft. {Slip
in a plea of the Case demanding eighteen pounds 1/10. which the deft. by his
note on the 4th of May 1759. promised the plt. on demand with use &c -
The plt. appears - The deft. tho' three times publicly called to come into
Court doth not come but makes Default &c - It is therefore considered
by the Court that the plt. recover ag^t the deft. ten pounds 17/10 lawful
money Damages & Cost taxed at eighteen Shill. & 5^d - Ex^r is d^d 12th Nov^r 1761.

Ephraim Little of Colchester in the County of Hartford in the Colony of Conne-
ticut in New England Clerk & Abigail his wife the S^r Abigail being sole {Hastings
Administratrix on the Estate of Waitstill Hastings late of Hatfield in the
County of Hampshire Physician dec^d plt. vs Moses Gunn of Hadley in
the County of Hampshire yeoman deft. in a plea of debt demanding
ten pounds 15s. which the deft. by his bond on the 5th of January 1742/3 bound
himself to S^r Waitstill then living to pay him on demand but has never
done it &c as per the Writ - The plt. by their attorney appear - The deft. tho'
three times publicly called to come into Court doth not come but makes default &c
It is therefore considered by the Court that the plt. in their s^d Capacity
recover ag^t the deft. two pounds thirteen Shillings lawful money being the
charuery of the bond declared on Debt. & Cost taxed at two pounds five
Shillings and a penny -

Taylor } Moses Taylor of South Hadley in the County of Hampshire yeoman plt. vs
 Lastman } William Lastman of the same place Shopkeeper def. in a plea of the
 Case demanding four pounds 4/3 which the def. owes him upon account
 & as for the Writ - In this Case the plt. being three times publicly called
 to come into Court and prosecute his action ag. the def. does not ap-
 pear but is Nonsuit - & the def. comes and prays he may be allowed
 his reasonable Costs &c - It is therefore considered by the Court that
 the S. William recover ag. the S. Moses his Cost taxed at 17/3 - Lawful Money
 Exⁿ is 12th Sept. 1761 -

Powers } Abijah Powers of Hardwich in the County of Worcester yeoman plt. vs
 Hinds } Jacob Hinds of Pelham in the County of Hampshire Gent^l def. in a plea
 of the Case demanding thirteen pounds 6/8 which J. def. by his note
 on the 28th of April 1760. promised the plt. to pay him by the 28th of April
 last with use &c - The plt. by his att^r appears - The def. tho' three times
 solemnly called to come into Court doth not come but makes default &c.
 It is therefore considered by the Court that the plt. recover against
 the def. fourteen pounds eight Shillings lawful money Damages &
 Cost taxed at one pound 10/3. Exⁿ is 17th Octo. 1761 -

Bromfield } Henry Bromfield of Boston in the County of Suffolk merchant plt. vs
 Scott } Aaron Scott lately of Beerfields in the County of Hampshire Yeoman def.
 in a plea of the Case demanding two pounds 17/ due by the def. note
 bearing date the 29th of April 1757. with the Interest thereof from y^e date
 also demanding four pounds lawful money which J. def. by another note
 on the 27th of April 1758 promised the plt. with J. Interest on demand &c
 The plt. by his att^r appears - The def. tho' three times solemnly called
 to come into Court doth not come but makes default &c - It is therefore
 considered by the Court that the plt. shall recover ag. the def. eight
 pounds eight Shillings lawful money Damages & Cost taxed at two
 pounds Seventeen Shillings Eleven pence. Exⁿ is 16th Octo. 1761.

Dickinson } Obadiah Dickinson of Hatfield in the County of Hampshire Gent. plt. vs
 Davis } Ebenezer Davis lately of a place called Mount-Grace in the same County
 yeoman def. in a plea of the Case demanding Six pounds 15/4 the def.
 by his note on the 20th day of Oct. 1759 promised the plt. to pay to him
 or his order on demand with use &c - The plt. by Joseph Hawley by his
 Att^r appears - The def. being three times publicly called makes de-
 fault of appearance &c - It is therefore considered by the Court that
 the plt. shall recover against the def. Seven pounds ten Shillings & five
 pence 7th lawful money Damages and Cost of Court taxed at one pound
 eighteen Shillings and eleven pence. Exⁿ is 29th Sept. 1761.

Same } Obadiah Dickinson of Hatfield in the County of Hampshire Gent. plt. vs
 agt } Moses Evans of a place called Mount-Grace in S. County yeoman def.
 Evans. } in a plea of the Case demanding five pounds 14/8 which J. def. by his
 note on the 12th of August 1755 promised the plt. to pay him or his order on
 demand with use &c - The plt. appears by his att^r, - The def. tho' three
 times publicly called to come into Court doth not come but makes
 default &c - It is therefore considered by the Court that the said
 Obadiah recover against the S. Moses the Sum of £ lawful
 money Damages and Cost taxed at £

Jarves Henry of South Hadley in the County of Hampshire yeoman plt. or W^m Murray lately of Amherst in the same County Taylor def^t. in a plea of the Case demanding thirteen pounds 6/8 the def^t by his note on the third of Nov^r 1760 promised the plt to pay him by the first of March then next and if not then paid, the Interest as in the Writ - The plt. appears - The def^t tho' three times publicly called to come into Court doth not come but makes default. It is therefore considered by the Court that the plt. shall recover against the def^t thirteen pounds, nineteen Shillings & eight pence lawful money Damages & Cost taxed at one pound 9/4 - Ex^r is^d 16th Oct^r 1761 -

Samuel Vinton of South Hadley in the County of Hampshire physician plt. or Elisabeth Prosser of South Hadley afores^d. Widow def^t. in a plea of the Case demanding two pounds 4/8 which she owed him on 4th last of July last & promised him on demand for visits and medicines &c as is fully set forth in the Writ - The plt. appears - The def^t. being three times publicly called to come into Court makes default in her appearance &c - It is therefore considered by the Court that the plt. recover ag^t the def^t. forty four Shillings and eight pence lawful money Damages and Cost taxed at twenty eight Shillings and two pence - Ex^r is^d 16th Oct^r 1761 -

Samuel Vinton of S^t. Hadley in the County of Hampshire physician plt. or William Gaylord of the same S^t. Hadley yeoman def^t. in a plea of the Case demanding 21/5 which the def^t. on the last of July last past owed the plt for diverse visits and medicines &c & then promised him on demand as at large set forth in the writ - The plt. appears - The def^t. tho' three times publicly called to come into Court doth not come but makes default &c. It is therefore considered by the Court that the plt. shall recover ag^t the def^t. two pounds & five pence lawful money Damages & Cost taxed at one pound eight Shillings and two pence. - Ex^r is^d 16th Oct^r 1761 -

John Smith the second of South Hadley in the County of Hampshire yeoman plt. or W^m Gaylord of the same S^t. Hadley yeoman def^t. in a plea of the Case demanding two pounds 15/2. which the def^t. by his note on the 25th of February 1767. promised the plt. to pay him on demand with up &c. as in the Writ - The plt. appears - The def^t. tho' three times publicly called to come into Court doth not come but makes default &c - It is therefore considered by the Court that the plt. shall recover ag^t the def^t. three pounds Seven Shillings & four pence one farthing law^d money Damages & Cost taxed at one pound 8/- - Ex^r is^d 16th Oct^r 1761 -

Samuel Vinton of South Hadley in the County of Hampshire physician plt. or Mehitable Hillyard of S^t. South Hadley & John Hillyard yeoman of the same S^t. Hadley Administrators on the goods and Estate of Tim^r. Hillyard late of South Hadley afores^d. yeoman dec^d. Intestate def^t. in a plea of the Case for recovery of two pounds 14/6 which the S^r. Timothy on the Eighth of April 1760, he being then living, owed the plt. & promised him to pay him on demand for diverse visits before that time made to y^e S^r. Tim^r & for Medicines &c as is fully set forth in the Writ - The plt. appears. The def^t. tho' three times solemnly called to come into Court do not come but make default &c - It is therefore considered by the Court that the plt. shall recover ag^t the Estate of the S^r. Intestate in the Hands and under the Administration of S^r. Mehitable and John two pounds 14/5. lawful money Damages and Cost of Court taxed at one pound eight Shill 9/- and two pence - Ex^r is^d 16th Oct^r 1761 -

Evans or Stratton } Moses Evans of a place called Mount Grace in the County of Hampshire yeoman plt. vs Benazer Stratton of Northfield in the same County yeoman deft. in a plea of the Case demanding eighty pounds which the deft. by his note on the first of Oct^r 1759 promised the plt. to pay him or his order by the first of May last with use &c as per the Writ - The plt. appears - The deft. being three times solemnly called to come into Court makes default in his appearance. It is therefore considered by the Court that the plt. shall recover against the deft. the Sum of £ Lawful money Dam^s & Cost taxed at £

Gray Wardell } John Gray jun^r of Pelham in the County of Hampshire yeoman plt. vs Isaac Ward lately of Donkerst in s^e County gent^l & Samuel Montague jun^r of Cunderland in the same County yeoman deft^s in a plea of the Case demanding twenty one pounds 14/8 which they by their note on the Seventh of April 1760 promised y^e plt. by the first of April then next or his order with use &c as per the Writ - The plt. appears - The deft^s tho three times solemnly called to come into Court do not come but make default &c - It is therefore considered by the Court that the plt. shall recover against y^e deft^s nine pounds eighteen Shillings and eight pence one farthing lawful money Damages and Cost taxed at one pound 17/11 - Ex^r is^d 16th 1761 -

Pomeroy or Hillyer } Elisha Pomeroy of Northampton in the County of Hampshire Gent^l plt. vs John Hillyer of South Hadley in the same County yeoman deft. in a plea of the Case demanding the residue of the contents of a certain order (and of interest thereof) which y^e deft. on the 13th day of Dec^r 1750 made on one Col^l Col^l Partridge requesting him to pay the plt. or order five pounds \$11⁷ on demand made by the plt. of which order the s^d Oliver refuses to pay more than 30^s &c as at large shewn in the Writ on file - The plt. appears. The deft. being three times publicly called to come into Court makes default in his appearance - It is therefore considered by the Court that the s^d Elisha recover against the s^d John four pounds two Shillings & nine pence lawful money Damages & Cost taxed at one pound 10/7 - Ex^r is^d 16th Sept. 1761 -

Same ag^t or Taylor } Elisha Pomeroy of Northampton in the County of Hampshire Gent^l plt. vs Moses Taylor of South Hadley in the same County yeoman deft. in a plea of the Case demanding 12/2½ which the deft. on the 8th of May 1753 by his note promised the plt. on demand with use - also three pounds 12^s which y^e deft. by his other note on the Seventh of April 1759 promised the plt. or his order on demand with use &c - The plt. appears - The deft. being three times publicly called to come into Court makes default in his appearance - It is therefore considered by the Court that the said Elisha shall recover against the said Moses four pounds sixteen Shillings and six pence three farthings lawful money Damages and Cost taxed at one pound 10/3 - Ex^r is^d 16th Sept. 1761 -

Same or Hillyer } Elisha Pomeroy of Northampton in the County of Hampshire gent^l plt. vs Timothy Hillyer of South Hadley in the same County yeoman deft. in a plea of the Case demanding three pounds which the deft. by his note on y^e 16th day of April 1759 promised the plt. on demand with use &c - The plt. appears. The deft. tho three times publicly called to come into Court doth not come but makes default &c - It is therefore considered by the Court that the said Elisha recover against the said Timothy three pounds eight Shillings and six pence half penny lawful money Damages & Cost of Court taxed at one pound ten Shillings and six pence - Ex^r is^d 16th Sep^r 1761.

Gideon Syman of Northampton in the County of Hampshire Esq. plt. vs John Bates lately of Cranville in the same County yeoman deft. in a plea of the Case demanding thirty seven pounds 10s. which the deft. on the 15th of January 1759. by his note promised the plt. or his order by the first of Dec: then next with use &c. - The plt. appears - The deft. tho' three times publicly called to come into Court doth not come but makes default &c. - It is therefore considered by the Court that the said Gideon recover against the said John thirty three pounds seventeen shillings and four pence lawful money Damages & Cost of Court taxed at one pound 11/11. -

John King lately of Pelham in the County of Hampshire now of Northampton in s^d County yeoman plt. vs Aaron Leonard of Sunderland in s^d County yeoman deft. in a plea of the Case demanding six pounds which the deft. on the first of April 1759. promised the plt. within one year from that time with use &c. - The plt. appears. The deft. tho' three times publicly called to come into Court doth not come but makes default. &c. - It is therefore considered by the Court that the plt. shall recover ag^t the deft. two pounds eight shillings & nine pence lawful money Damages & Cost of Court taxed at one pound 13/3. - Ex^r is^d 16th Sept: 1761 -

Nathaniel Danielson of Brimfield in the County of Hampshire yeoman plt. vs John Rich the 1st of Brookfield in the County of Worcester yeoman deft. in a plea of the Case demanding twelve pounds 4/10 which the deft. on the 29th of April 1760. by his note promised the plt. by the first of July then next with use &c. - The plt. appears. The deft. being three times publicly called to come into Court makes default in his appearance - It is therefore considered by the Court that the plt. recover ag^t the deft. two pounds fifteen shillings & seven pence three farthings lawful money Damages & Cost of Court taxed at two pounds one shilling and one penny - Ex^r is^d 11th Sept: 1761 -

Joseph Munsell of Westfield in the County of Hampshire yeoman plt. vs Daniel Grainger lately of s^d Westfield yeoman now of Sheffield in said County yeoman deft. in a plea of the Case for that the deft. at s^d Westfield Grainger on the first day of June last owed the plt. four pounds sixteen shillings and eleven pence two farthings to balance accounts for sundry goods and Wares, according to the account on file, and then and there promised the plt. to pay said Sum to him on demand yet the deft. tho' often thereto requested hath never paid the same but unjustly neglected to do it to the damage of s^d Joseph £7. - And the said Daniel Grainger by J^r Worthington Esq. his Att^r comes into Court and defends & pleads & says that he owes the plt. nothing in manner and form as the plt. in his Declaration has alledged and thereof puts himself on s^d Country. And the plt. by Cornelius Jones gent. his att^r appears, and reserving Liberty to himself of waving his Demurrer and joining Issue with the deft. on the afores^d plea on the Trial on the appeal says the deft^{'s} plea afores^d is an insufficient Answer to his Declaration and that by the Law of the Land he is not holden to answer thereto and that he is ready to verify and thereof prays Judgment & Judgment for his Damages and Cost - And the deft. consenting says his plea is sufficient - Whereupon all and singular the premises being viewed & fully understood by the Court, and upon demure deliberation thereof had, so far as it appears to this Court that the deft^{'s} plea aforesaid and -

237
(continued) and the matters in the same contained is in Law good & sufficient & It is therefore considered that the said Joseph have nothing by his ^{2d} plea but & and that the ^{2d} Daniel be therefrom forever dismissed. And it is further considered that the ^{2d} Daniel recover against the ^{2d} Joseph one pound eight Shillings and six pence lawful money allowed him by the Court with his consent for the cost & Expenses by him sustained in defending this Suit &c -
Ex. is? 11th Sept. 1765 -

Knoll } Henry Knoll of Sheffield in the County of Hampshire Shopkeeper plt. vs Steph.
Dewey } Dewey Gentleman and Deputy Sheriff of the same County Unathian Bush and
Dewey et al } Amos Kellogg Husbandman and John Pell Gentleman all of Sheffield
aforesaid Defs. in a plea of Trespass for that the Defs. on the eleventh day of November last past at Sheffield aforesaid with force and arms the plt. Shop in Sheffield aforesaid broke and entered into and being so entered seized and forcibly took from the plt. and carried away a large Quantity of his Goods and Merchandizes of the Value of fifteen hundred pounds the particulars whereof are in the Schedule annexed to the writ on file expressed and many other Outrages committed agt the peace and to the damage of the ^{2d} Henry as he saith £1600. - And the Defs. by John Worthington & Joseph Hawley Esqrs. come & defend &c and say that they are not guilty in manner and form as the plt. in his declaration has alledged and thereof put themselves on the Country - And the plt. by Cornelius Jones Esq. & Charles Phelps Esq. his Attornies come and reserving Leave to aver this replication and also agreeing that the Defs. may alter their plea and give another at the Trial of the appeal says the Defs. plea is an insufficient Answer to the Declaration and that by Law he is not obliged to answer thereto and thereof prays judgment. And the Defs. agreeing to the plt's reservation say their plea is sufficient - Whereupon all and Singular the premises being viewed and fully understood by y^e Court, and upon mature deliberation thereof had, before much as it seemeth to this Court that the Defs. plea and matters in & of same contained is in Law good and sufficient &c It is therefore considered that the plt. have nothing by his said plea, and that for his grounds demand he be in mercy & and that the Defs. be therefrom forever dismissed - And it is further considered that the ^{2d} Stephen Unathian Amos and John should recover against the ^{2d} Henry the Sum of - £ Lawful money for costs and expenses by them sustained in defending this Suit, and they may have their Execution thereof &c The plt. by Cornelius Jones Esq. his ^{2d} Att. appeals from the judgment of this Court to the Superior Court of Judicature &c to be heard at Springfield within and for the County of Hampshire at the fourth Tuesday of September next who recognizes with Surety as the Law Directs for the appellants prosecuting his appeal with Effect as by ^{2d} Recognizance on file appears. -

Owen } Asahel Owen of Westfield in the County of Hampshire, yeoman
Lee. } plt. vs Ichabod Lee of the same Westfield Yeoman Defs. in a plea that the ^{2d} Ichabod render and pay to the said Asahel the Sum of twenty five pounds eight Shillings which to the said Asahel he owes and unjustly detains and whereon the ^{2d} Asahel says that the ^{2d} Ichabod

on or about the 26th day of January last past without Law or Right so to do and without Leave of the said Asahel did with force and Arms enter into and upon one certain Tract or parcel of Land of the said Asahel and then in his Possession lying and being in the said Town of Westfield containing twelve acres lying at the head of Root's marsh so called being a Swamp known by the name of Phelps-Swamp bounded as follows viz by a black oak Tree at the northeast corner mark'd with Stones about it from thence running west nine degrees north forty rods then running Southerly to the s^d Owen's Land forty eight rods from thence running east nine degrees South forty rods and from thence to the first bound, and being so entered did then and there with force and arms without the Leave of the said Asahel or Right so to do cut fell down destroy and carry off from said Tract of Land eight Oak Trees of a greater Dimension than one foot over of the Value of two Shillings each and did also then and there cut fell down destroy and carry off from said Tract of Land eight oak Trees or poles under the dimension of one foot diameter all which said Trees & poles were before standing on said Land for which said Trespass the s^d Jhabod by force and Virtue of one act or Law of this Province made and pass'd in the 12th year of the reign of his late Majesty King George the Second intitled an act in addition to and for rendering more effectual an Act made in the tenth Year of the Reign of King William the Third. intitled an Act for preventing of Trespases, hath forfeited and ought to pay to the s^d Asahel the Sum of forty Shillings for each of the said eight Trees first mentioned besides treble the Value of them and also the Sum of twenty Shillings for each of the s^d other eight Trees or poles under one foot diameter amounting in the whole to the Sum of twenty Six pounds & as aforesaid which Sum tho often thereto requested the s^d Jhabod refuses and neglects to pay to the said Asahel to his damage as he says £30. - The plt. by Cornelius Jones Gent. his Att^r appears and the deft. by Joseph Hawley Esq^r his att^r comes and defends & and says the plt^r writ is bad and ought to abate because the plt. has therein demanded of the deft in debt the Sum of £26.8 for the Cutting of certain Trees therein supposed to have been cut by the deft. for the Cutting whereof the plt. supposes the deft. by virtue of a certain Law mentioned therein has forfeited certain Summ & which the plt ought not to have done, but ought to have declared in Trespass and not in debt because the Value of s^d Trees is wholly uncertain and a matter altogether in Pais & as is at large pleaded on file - The parties being fully heard on this plea & all and singular the premises being fully understood by the Court and on mature deliberation thereof had, it appearing to this Court that the plt^r Writ is bad and not well brought, It is therefore considered that the said Writ be quashed - & It is further considered by the Court that the said Jhabod recover against the s^d Asahel his Cost in defending this Suit taxed at two pounds, 5/6. {Ex^{tra} 5th Oct^r 1761.

Robert Coffill of Springfield in the County of Hampshire Taylor app^t or John Stockwell of s^d Springfield yeoman app^{lee} from the Judgment of a Court held by John Worthington Esq^r one of his Majesty's Justices of the Peace for s^d County, on the 16th day of July last when and where the said Robert was plt. and the said John deft. in a plea of the Case, for

{ Coffill
app^t
Stockwell

Offill & Hoppell } For that the deft. ab Springfield aforesaid on the first day of May last past
 Hoppell } owed the plt. the Sum of Seventeen Shillings to balance accounts for
 Hoppell } sundry articles according to the account on file and then and there
 promised the plt to pay him s^d Sum on demand yet the deft tho' often
 requested hath never paid the same but unjustly neglects it to y^e damage
 of the said Robert as he saith 30/- at which Court the parties were at
 issue upon the plea then given by the deft. that he owes nothing
 in manner and form as the plt. in his declaration hath alledged
 & after a full hearing Judgment was rendered that the deft. recover
 ag^t the plt. costs taxed at 4/5. from which Judgment the s^d Robert
 appealed to this Court. and now the parties appear. And after a
 full hearing the Case is committed to the Jury Mr. Jon^l Worthington
 foreman and fellows who return their Verdict on Oath that they find
 for the appellee affirmation of the former Judgment & Cost of Court.
 It is therefore considered by the Court that the former Judgment
 be affirmed and that the s^d John recover ag^t the s^d Robert fourteen
 Shillings and eleven pence lawful money allowed him by the Court
 for his costs in defending this Suit -

Blip } Luke Blip of Springfield in the County of Hampshire Gent. plt. vs
 Nevers } Nathan Nevers of s^d Springfield Barber deft. in a plea of the Case for
 recovery of thirteen pounds 13/- which s^d deft by his note on d^y 18th of July
 1760 promised the plt or his order within two months, and also eight
 pounds 5/- the deft on the 24th of Oct^r last by his note promised him
 or his order on demand &c. - The plt. appears: the deft being three times
 solemnly called to come into Court makes default of Appearance -
 It is therefore considered by the Court that the plt. should recover ag^t
 the deft. twenty three pounds four Shillings and seven pence ³⁴ lawful money
 damages & Cost taxed at one pound Six Shillings and nine pence -

Brewer } Nathaniel Brewer of Springfield in the County of Hampshire Joiner plt
 vs } Samuel Day of said Springfield Gent. deft. In a plea that the deft tender
 Day } to the plt fifty nine pounds 2/- which he bound himself to the plt. by his
 bond on the first of April 1760 to pay him on demand &c. - The plt. appears.
 The deft. being three times called to come into Court makes default of
 Appearance. It is therefore considered by the Court that the plt. recover
 ag^t the deft. twenty nine pounds 17/- lawful money being the shancey of the
 bond declared on debt & Cost taxed at one pound 8/5 - Ex^{ra} is^d 26th Sept. 1761.

Noble & } Daniel Noble yeoman and Rebekah Noble the wife of the s^d Daniel Noble both
 of } Westfield in the County of Hampshire which said Rebekah is Administratrix
 of } the Estate of Samuel Crow late of Hadley in s^d County yeoman deceased
 vs } Samuel Smith Physician and Miriam Smith the wife of the s^d
 Smith } Samuel Smith both of s^d Westfield which s^d Miriam is Executrix of the
 last will and Testament of Noah Ashley late of s^d Westfield Esq^r dec^d
 deft^s } In a plea of the Case for that the said Noah in his life time viz on
 the twenty seventh day of April 1751. by a note or writing under his hand
 of that date for and in consideration of a deed rec^d of Robert Nevins of
 Hartford of a certain Tract of Land that was Daniel Fuller's (formerly)
 the said Noah at said Springfield then and there for the consideration afores^d
 by said Note or writing promised said Robert Nevins to pay to the said
 Samuel Crow then living the Sum of four pounds 6/8. on account of s^d Daniel

Daniel Fuller's note or obligation to said Crow provided the s^d Crow should give his receipt thereof or discharge the said Fuller's Debt to him the said Crow yet the said Noah in his life time never paid the said Sum to the s^d Crow in his life time nor have the said Samuel and Miriam in s^d Capacity or either of them ever paid the same either to the said Crow while living or to the said Rebekah in said Capacity while Sole and unmarried nor to the s^d Samuel and Rebekah or either of them since their Intermarriage altho' the said Daniel and said Rebekah in said Capacity have given a receipt of said Sum and discharged said Fuller the said Sum on a/c of his the said Fuller's Debt to the said Samuel Crow of all which the s^d Samuel Smith and Miriam have had notice yet the s^d Samuel Smith and said Miriam in said Capacity have not either of them paid s^d Sum to the said Daniel and Rebekah in s^d Capacity or either of them tho' often thereto requested but unjustly neglect so to do to the damage of the said Daniel and Rebekah in said Capacity as they say the Sum of £7. - And the s^d Samuel and Miriam the deff^s by John Worthington by their attorney come into Court and plead and say that the plt^s writ is bad and ought to abate for that they declare of a promise by them supposed to have been made by the said Noah to Robert Nivins to pay a certain Sum to s^d Crow on account of one Daniel Fuller's note or obligation to s^d Crow provided said Crow should give him Receipt thereof or discharge of said Fuller's Debt to him the s^d Crow and the s^d Plt^s have never averred in their Declaration that the s^d Crow in his life time gave his receipt thereof or discharged the said Fuller his s^d Debt to s^d Crow which they ought to have done - nor have the plt^s in their said Declaration averred that the debt afores^d of the said Fuller to s^d Crow is ever discharged to this day all which they are ready to prove and thereof pray Judgment and Cost. After a full hearing of the parties on the foregoing plea in abatement and the s^d plea and matters therein contained being fully understood by the Court and well weighed this Court are of the opinion the s^d plea is not sufficient & that the writ is good and well brought & It is therefore considered that the s^d Writ do not abate - And the said Samuel and Miriam by their s^d attorney come and referring to themselves the Liberty of making any new plea on the Trial on the appeal now say that the note declared on is not their act & deed & thereof & the said Daniel & Rebekah by Cornelius Jones gent. their attorney consent to the deff^s reservation say that the deff^s plea above pleaded and the matters contained in if same are insufficient in Law & pray Judgment accordingly - And the deff^s say their plea is sufficient - Whereupon all & singular the premises being viewed and fully understood by if Court & upon mature deliberation thereof had forasmuch as it seems to this Court that the s^d Plea is not in Law good & It is therefore considered that the s^d Daniel and Rebekah in s^d Capacity recover ag^t the Estate of s^d Noah in if hands of s^d Miriam Executrix afores^d four pounds 6/8 lawful money damages and Cost of Court taxed at one pound 12/11 - The plt^s by their said attorney appeal from the Judgment of this Court to the next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and recognizes with Sureties as the Law directs for their prosecuting their Appeal with Effect, as by s^d Recogⁿ on file appears -

Crow's Ad^r
Ashley Esq
Excl^t

239.

Ball's
Ex^r vs
Day

Jonathan White of Springfield in the County of Hampshire yeoman and
 Executor of the last will and Testament of Ruth Ball late of S. Springfield
 Widow dec. plt. vs Samuel Day of S. Springfield gent deft. in a plea of
 the Case demanding Seventeen pounds 8/2^d which the deft. by his note on
 the ninth of January 1755 promised the s. Ruth then living to pay her on
 demand with Use &c. - The plt. appears - The deft. being three times
 solemnly called to come into Court makes default of appearance -
 It is therefore considered by the Court that the s. Jonathan in s. Capacity
 shall recover against the deft. twenty pounds two Shillings & eight
 pence lawful money Damages and Cost of Court taxed at one
 pound nine Shillings and two pence. Ex^r is. 11th Sept. 1761 -

Burbank
vs
Worster

Timothy Burbank of Springfield in the County of Hampshire Yeoman
 plt. vs Hannah Worster of Suffield in the County afores. Single woman
 and Widow otherwise called Hannah Worster of Suffield in y^e County
 of Hartford and Colony of Connecticut Singlewoman and widow deft.
 in a plea of the Case for that the s. Hannah at S. Springfield on
 the 22^d day of May 1761. by her note under her hand of that date
 for value received promised the s. Timothy to pay him the Sum of
 five pounds 16/9. within two months from s. Date with Interest
 yet the s. Hannah tho' often thereto requested hath never fulfilled
 her said promise but unjustly neglects so to do to his damage as
 he says &c. - The plt. appears - And Hannah Worster of Suffield in
 the County of Hartford & Spinster whose estate was attached in the
 Service of the Writ by John Worthington by her attorney comes
 into Court and defends and pleads and says that in the writ she is
 called Hannah Worster of Suffield in the County of Hampshire and
 she says she is of Suffield in the County of Hartford & and ought to have
 been so called and not of Suffield in the County of Hampshire and y^t
 there is no such place as Suffield in the County of Hampshire all w^{ch}
 she is ready to prove - & that she is a Spinster and that is her proper
 addition and she ought to have been so called but that she is not so
 called and has not her proper addition &c. The parties being fully heard
 on the Pleas in abatement and the s. Pleas being fully understood by
 the Court and on mature deliberation thereof had forasmuch as it seems
 that the s. Hannah has not her proper addition in the plt. Writ. It is
 therefore considered that the s. Writ be quashed - It is also further
 considered that the s. Hannah recover against the s. Timothy 16/9.
 lawful money for the loss she has sustained in defending this Suit -
 Ex^r is. 12th Sept. 1761 -

Dynchon
vs
Chapin

George Dynchon of Springfield in the County of Hampshire gent plt. vs
 Shem Chapin of Springfield afores. Yeoman deft in a plea of the Case
 demanding five pounds 16/9¹/₂ due on the 10th of August current for
 sundry goods & Wares according to y^e bill on file &c. - The plt. appears -
 the Deft. being three times called to come into Court makes default of
 appearance. It is therefore considered by the Court that the plt.
 recover ag^t the deft. five pounds sixteen Shill^g & Nine pence half penny
 lawful money Damages & Cost taxed at one pound 8/5. Ex^r is. 12th Sept. 1761 -

Graves
vs
Brown

Moses Graves of Hatfield gent plt vs Samuel Brown of Northbridge gent.
 deft. in a plea that the deft. tender to him Sixty four pounds due by bill &c. as
 may be seen in y^e Writ on file - The plt. being three times publicly called to come
 & prosecute &c. is Nonsuit. and the Deft. likewise defaulted & y^e Action dismissed -

Clark Gobly of Granville in the County of Hampshire yeoman plt. vs John
Griswold of the same Granville yeoman deft. in a plea of the case demands Cooley
ing twelve pounds which the deft on the nineteenth day of May last promised
(by his note) to y. plt by the first of June then next with use &c. - The plt. ap=
pears - The deft being three times publicly called makes default of
appearance in Court - It is therefore considered by the Court that the plt.
recover ag^t the deft. twelve pounds 4/4 1/2 lawful money Damages and
Cost taxed at one pound 16/3 - like money -

Ebenezer Barnes of Granville in the County of Hampshire yeoman plt. vs
Daniel Smith of s. Granville yeoman deft. in a plea of the case for Barnes
recovery of Seven pounds lawful money which the deft. on the first of Smith
December 1760. by his note promised the plt on demand with use &c. -
the plt. appears - The deft. being three times publicly called makes de=
fault of appearance &c. - It is therefore considered by the Court that y. plt.
recover against the deft. Seven pounds 7/ lawful money Damages & Cost of
Court taxed at one pound 16/9 like money. Ex^{is} 23. Sept. 1761 -

Samuel Wilson of Blanford in the County of Hampshire yeoman plt. vs
Ebenezer Martin of the ^{new} Plantation called number four in the County of Wilson
Berkshire clerk deft. in a plea of the case demanding thirteen pounds Martin
which the deft. by his note on the 20th of July last promised the plt.
to pay him on demand with use &c. - The plt. appears - The deft. being
three times called to come into Court makes default. &c. It is therefore
considered by the Court that the s. Samuel recover against the said
Ebenezer thirteen pounds three Shillings and ten pence lawful money Da=
mages & Cost of Court taxed at one pound 17/9. - Ex^{is} 14. Dec. 1761 -

William Utley of Suffield in the County of Hartford in the Colony of Conne=
cticut yeoman plt vs Zacharias Grainger late of Westfield in the County of Utley
Hampsh. now of Sheffield in the same County yeoman deft in a plea of the Grainger
case upon book account as y. y. Write - The plt. in this Action being three times
publicly called to come into Court & prosecute & does not come but is non suit -
And the deft. likewise defaulted & the action accordingly dismissed -

Thomas Buckminster of Brookfields in the County of Worcester gent^l plt. vs -
Ephraim Perry of a place called Roxbury - Canada in the County of Hampsh. yeoman Buckminster
def^t in a plea of Debt upon bond &c. The plt. being three times publicly called to Perry
come into Court & prosecute & does not come but is non suit - And the Defend^t
likewise defaulted - And the action is accordingly dismissed -

Gideon Grainger of Suffield in the County of Hartford in the Colony of Conne=
cticut yeoman plt. vs Bildad Fowler of Westfield in the County of Hampshire Grainger
yeoman deft in a plea of the case for that said Bildad at s. Springfield Fowler
on the 22^d day of November last past by his note of that date for Value received
promised s. Gideon to pay him to the Value of fifty pounds eight Shillings
lawful money in good merchantable boards Two thirds thereof in good
white pine boards and the other third part in good yellow pine boards to be
delivered on or before the first day of May last at the house of s. Bildad or
the Mill of Ebenezer Weller in said Westfield yet said Bildad tho' often
requested never delivered the same boards to s. Gideon either at his the said
Bildad's house or at the said Ebenezer Weller's Mill in s. Westfield tho' the
plt. hath been always ready to receive the same at either of s. Places of
delivery -

240. Delivery but the S^r Biddad hath hitherto refused and still doth refuse to
Granger } do it to the damage of the S^r Gideon Ebo. - And the def^t. by J^rnerellus
Fowler } Jones Gent. his attorney comes and defends and reserving Liberty to
himself of offering any one thing in evidence under the general issue
that might have ^{been} pleaded specially says he never promised in manner
and form as the plt. in his declaration hath alledged and thereof
puts himself on the Country - And the plt. by John Worthington and
Joseph Hawley Esq^r. his attorneys consenting also puts &
In this case the Evidence having been produced in Court the parties
fully heard and all things touching the case at large discussed -
The Case is committed to the Jury W^r. Jonathan Worthington foreman
and fellows who return their Verdict therein that is they on their
Oath say they find for the def^t. Cost of Court - It is therefore
considered by the Court that the S^r. Biddad recover against the S^r.
Gideon two pounds twelve Shillings and Six pence lawful money
allowed him by the Court for the Costs by him sustained in defend-
ing this Suit & The S^r. Gideon by his Att^r. (Joseph Hawley Esq^r)
appeals from the Judgment of this Court to the next Superior
Court of Judicature to be holden at Springfield within and for
the County of Hampshire on fourth Tuesday of September next
Whose recognies with Sureties as the Law directs for the Appellant
prosecuting his appeal with effect as by S^r. Recog^r. on file appears.

Colton } Samuel Colton the Second of Springfield in the County of Hampshire
Eggleston } yeoman plt. vs Biget Eggleston late of Windsor in the County of Hart-
ford in the Colony of Connecticut yeoman def^t. in a plea that said
Biget render to S^r. Samuel Three pounds 19/6 Which the S^r. Samuel
recovered against the S^r. Biget by the Judgment of Ephraim Terry
Esq^r one of the Justices of the peace for the County of Hartford at a Court
for the Trial of small causes held by Ephraim Terry Esq^r afores^d on
the 18th of Oct^r. last past &c The plt. appears. The def^t. three times
solemnly called to come into Court does not come but makes Default
&c. It is therefore considered by the Court that the S^r. Samuel
recover against the S^r. Biget three pounds nineteen Shillings and
Six pence lawful money Debt and one pound 10/11 Cost of Suit -
Ex^r. is 14th July 1762 -

Henshaw } Benjamin Henshaw of Middletown in the County of Hartford in the
Phelps } Colony of Connecticut yeoman plt. vs Jonathan Phelps late of Windsor
in the said County of Hartford now resident at Westfield in the County
of Hampshire yeoman def^t in a plea that he the def^t. render to
the plt. nine pounds 1/7. which the plt. at an adjourned County
Court holden at Hartford afores^d for the County of Hartford on the 4th
Tuesday of June last by the Judgment of the same Court recovered
against the def^t. &c as per Writ - The plt. by his att^r. appears - The
def^t. being three times publicly called to come into Court makes
Default &c. It is therefore considered by the Court that the plt.
recover ag^t the def^t. nine pounds one Shilling & seven pence law^d Money
Debt & Cost of Court tax at two pounds 1/5. Ex^r. is 10th Sept. 1762

Read } John Read of Tolland in the County of Hartford & yeoman plt. vs Phineas
Hedman } Hedman of Springfield & yeoman def^t. in a plea of the Case demanding
11 - upon & def^t. note &c. In this case the plt. being three times publicly called
to come & prosecute & does not come but is Nonuit. & the def^t. likewise defaulted.

Herchiah Parsons of Enfield in the County of Hartford & Colony of Connecticut
yeoman plt. vs John Steel of Springfield in the County of Hampshire gent. Parsons
or
Steel -
def. in a plea of the Case Demanding Seven pounds Lawful Money which
the def. on the 27th of April last promised the plt on demand with up & as
& the Writ on file is at large set forth - The plt. appears. The def. being
three times solemnly called to come into Court makes default & -
It is therefore considered by the Court that the plt. shall recover agt.
the def. Seven pounds two Shillings & ten pence lawful money Damages
and Cost of Court taxed at one pound 10s. Ex^r is^d 10th Sept. 1761 -

John Proter of Boston in the County of Suffolk Schoolmaster plt vs Proter
or
Dwight
Daniel Dwight late of Charlestown in South Carolina since that for
some time resident at Boston afores^d now resident at Springfield
in the County of Hampshire Gent. def. in a plea that s^d Daniel render
to said John forty eight pounds 2s. which he bound himself on the 28th
of April last by his bond to the s^d John to pay him on demand &
The plt. appears the Def. tho' three times publicly called to come into
Court doth not come but makes default & - It is therefore considered
by the Court that the s^d John recover against the s^d Daniel twenty four
pounds ten Shillings and Seven pence half penny lawful money being
the Chancery of the bond declared on debt and Cost of Court taxed at
Two pounds eighteen Shill. & a penny - Ex^r is^d 25th Sept. 1761 -

John Proter of Boston in the County of Suffolk Schoolmaster plt. vs Same
agt
y^e Same
Daniel Dwight late of the Province of South Carolina now resident in
Springfield in the County of Hampshire Gent. def. in a plea of Covenant
broken for that s^d Daniel on the 27th of April last at s^d Springfield by his
Deed sealed with his Seal for y^e consideration of £50 rec^d of s^d John sell
to s^d John one negro-boy named Tour & therein covenanted with s^d John
that he and his heirs should hold the same boy forever - & now if plt. in
fact says the same boy was then a free person & that he cannot hold
him & - The plt. appears. The def. tho' three times solemnly called
to come into Court does not come but makes Default - It is therefore
considered by the Court that that the s^d John recover agt^t the s^d Daniel
fifty pounds lawful money Damages and Cost taxed at £2 18s. 1.

John Firmin late of Springfield in the County of Hampshire yeoman Firmin
or
Bush
now of a place called Wales the same County plt. vs Jonathan Bush
yeoman and Asahel Bush yeoman both of Somers the s^d Jonathan Bush
of that part of Somers that lies in the County of Hampshire and
the said Asahel of that part of Somers that lies in the County of
Hartford in Connecticut defend^s in a plea of the Case demanding
Sixty pounds lawful money which the def^s on the 25th day of Feby
1756 by their note promised the plt. to pay him on the last day
of April now last past with lawful interest & as is at large set
set forth in the writ on file bearing date the 20th day of July last.
The plt. by John Worthington Esq^r his att^r appears - The def^s tho'
three times publicly called to come into Court do not come but make
Default & - It is therefore considered by the Court that the plt. shall
recover agt^t the def^s Sixty nine pounds one Shilling & Six pence lawful
money Damages & Cost of Court taxed at one pound 12s. -
Ex^r is^d 10th Sept. 1761.

Rogers } William Rogers of Greenwich in the County of Hampshire yeoman
 Adm^r } Administrator on the Estate of John Rogers late of s^d Greenwich &
 or } Son of s^d William, plt. vs Benjamin Cooley of s^d Greenwich yeoman
 Cooley } deft. in a plea of the Case for that the s^d Benjamin at s^d Springfield
 on the last day of June y^bs was indebted to the s^d John in the sum of
 four pounds lawful money for the like sum by him the s^d Benjamin
 before that time had adv^d to the use of the s^d John and being so
 indebted the s^d Benjamin afterwards that is to say on the same
 day and year at said Springfield in consideration thereof promised
 the said John that he the said Benjamin would well and truly pay
 said four pounds to the said John whenever he should afterwards
 be thereto required yet s^d Benjamin tho' often thereto requested by
 said John never paid the same to him while he lived nor hath
 he the s^d Benjamin ever paid the same to the s^d William the plt.
 since the death of s^d John tho' he hath been often thereto requested
 by the plt. but he neglects and refuses to do it to the damage of
 the s^d William in said capacity &c. — The plt. by John
 Worthington Esq^r his att^r appears — And the deft. by Joseph Hawley
 Esq^r his att^r comes and defends &c and says that he owes the plt.
 Nothing in manner and form as the plt. in his declaration
 has alledged and thereof puts himself on the Country — & The
 plt. likewise doth the same — After a full hearing The Case
 is committed to the Jury Mr Jonathan Worthington foreman &
 his fellows who return their Verdict on oath that they find for
 the deft Cost of Court. — It is therefore considered by the Court that
 the said Benjamin recovers against the Estate of s^d John Rogers
 de^d in the Hands under the Administration of s^d William Adm^r
 as afores^d the Cost by him sustained in defending this Suit taxed
 at £ lawful money — The plt. appeals from the judgement
 of this Court to the Superior Court of Judicature &c to be holden at
 Springfield within and for the County of Hampshire on the fourth
 Tuesday of September next and recognises with Sureties as the Law
 directs to prosecute his appeal with Effect as by s^d Recognizance
 on file appears —

Meacham } Thankful Meacham of Infield in the County of Hartford in s^d Colony
 Adm^r } of Connecticut Widow and Relict of Israel Meacham late of said
 or } Infield yeoman de^d and Administrator on the Estate of s^d Israel
 Montague } plt vs Samuel Montague of Sunderland in the County of Hampshire
 Jun^r Yeoman de^d. In a plea that hereunder to her twelve pounds
 q³ lawful money Which the s^d Israel at a Superior Court of Judica-
 ture &c held at Springfield on the fourth Tuesday of Sept^r last. (he
 being then alive) by the judgement of the said Court recovered ag^t
 s^d Samuel & the same judgement is yet in its full force &c — as of Writ.
 The plt. appears. the deft. tho' three times publicly called to come
 into Court doth not come but makes default &c — It is therefore
 considered by the Court that the s^d Thankful in her s^d Capacity recovers
 ag^t the s^d Samuel the Sum of twelve pounds nine shillings and
 three pence lawful money Debt and Cost of Court taxed at one
 pound fifteen shillings and seven pence —
 Dec^r 25th Sept^r 1768.

William Eastman of South Hadley in the County of Hampshire yeoman plt. vs Moses Taylor of the same place yeoman deft. in a plea of *assumpsit* Eastman
demanding four pounds 7/3⁴ which the deft on the third of Oct. last Taylor
owed the plt. for sundry articles of account according to *assumpsit* on file
& then promised to - The plt. appears. The deft. tho' three times
solemnly called to come into court doth not come but makes default.
It is therefore considered by the Court that the plt. shall recover
against the deft. four pounds seven shillings and three pence law-
ful money Damages & cost taxed at one pound 12/10 - Ex^{is} 14th Sept. 1761.

Samuel Blip of Western in the County of Worcester yeoman plt. vs Samuel Sherman of a place called Ware River parish in the County of Blip
Hampshire yeoman deft. in a plea of the case demanding forty two pounds Sherman
of which the deft. on the 11th of August last past by his note promised
the plt. with the lawful interest on demand to - The plt. appears - The
Deft. tho' three times publicly called to come into court doth not come
but makes default to - It is therefore considered by the Court that the
plt. shall recover against the Deft. twenty nine pounds and ten pence
one farthing lawful money Damages and cost of Court taxed at one
pound eighteen shillings and eleven pence. Ex^{is} 10th Oct. 1761.

Samuel Dwight of Infield in the County of Hartford & Colony of Conne- Dwight
cticut Esq plt. vs Eideon Alvord of South Hadley in the County of Hamp- Alvord
shire yeoman deft. in a plea of the case demanding nine pounds which
the deft on the 10th of October 1757 by his note promised the plt. to pay him
or his order by the first of June then next with use to - The plt. appears.
The deft. being three times publicly called to come into Court makes default
of appearance - It is therefore considered by the Court that the plt. shall
recover against the deft. Eleven pounds one shilling and eight pence law-
ful money Damages & cost of Court taxed at one pound 12/3. Ex^{is} 10th Sept. 1761.

John Crabtree of Western in the County of Worcester yeoman plt. vs Tho^s Crabtree
Andrews of a place called Ware River Parish in the County of Hampshire Andrews
yeoman deft. in a plea of the case demanding five pounds 14/11 - which the
def. on the 23^d of May last by his note promised the plt. to pay him or his
Order on demand with use to - The plt. appears - The deft. being three
times publicly called to come into Court doth not come but makes
Default to - It is therefore considered by the Court that the plt. shall
recover ag^t the deft. five pounds 16/9³/₄ lawful money Damages & cost
of Court taxed at one pound 10/7³/₄ - Ex^{is} 10th Oct. 1761 -

Bildad Fowler of Westfield in the County of Hampshire yeoman plt. Fowler
vs Ephraim Stiles of Pittsfield in the County of Berkshire yeoman deft. Stiles
in a plea of the case demanding four pounds 14/ which the Deft. on the
thirty first of Dec. 1760. by his note promised the plt. on demand with
the interest to - The plt. appears. The deft. tho' three times publicly
called to come into Court doth not come but makes default to -

It is therefore considered by the Court that the s^r Bildad recover
against the s^r Ephraim four pounds eighteen shillings & three pence
lawful money Damages and cost of Court taxed at one pound six
teen shillings and eleven pence - Ex^{is} 5th April 1762

Sage or Burbank } Comfort Sage of Middletown in the County of Hartford in the Colony of Con:
 recticut yeoman plt. vs Timothy Burbank of Springfield in the County
 of Hampshire yeoman deft. in a plea of the case demanding forty pound
 which the deft on the 18th of January 1760 by his note promised the plt.
 with the lawful interest by the 18th of Oct. then next. also a further sum
 of thirty three pounds 7/9 which on the same day by his other note he
 promised the plt. with the interest by the 18th of January then next.
 The plt appears. The deft. tho' three times publicly called to come into
 Court doth not come but makes default &c. It is therefore considered
 by the Court that the s^d Comfort recover against the s^d Timothy
 Eighty pounds eleven Shillings and one farthing lawful money Dam^s
 and Cost of Court taxed at one pound 19/9. Ex^r is 10th Sept. 1761.

Same agt Day } Comfort Sage of Middletown in the County of Hartford in the Colony of Con:
 recticut yeoman plt. vs Samuel Day of Springfield in the County of
 Hampshire gent. deft. in a plea of the case demanding six pounds 17/11 1/2
 which the deft on the fifth of March last by his note promised the plt.
 on Demand with use &c. The plt. appears. The deft. being three times
 publicly called to come into Court makes default of Appearance.
 It is therefore considered by the Court that the plt. shall recover
 against the deft. Seven pounds two Shillings lawful money Damages
 & Cost taxed at one pound 19/5. Ex^r is 10th Sept. 1761.

Dewey or Stiles } Israel Dewey of Sheffield in the County of Hampshire yeoman plt. vs Daniel
 Stiles of Westfield in s^d County yeoman deft. in a plea of the case for
 Recovery of four pounds 17/7. which the deft by his note on the 19th of Dec.
 1760. promised one Biddes Fowler to pay him or order on demand with use
 who afterwards ordered the payment thereof to the plt. as may seen by
 the Writ on file. The plt. appears. The deft tho' three times solemnly call.
 to come into Court does not come but makes Default &c. It is therefore
 considered by the Court that the s^d Israel recover ag^t the s^d Daniel five
 pounds two Shillings and three pence three farthings lawful money
 Damages & Cost taxed at two pounds 3/11.

Breck or Rowlee } Robert Breck of Springfield in the County of Hampshire clerk plt. vs Thomas
 Rowlee of Westfield in s^d County yeoman deft. in a plea of the case demand-
 ing five pound 5/6. which the deft. by his note on the 19th Day of May 1758 pro-
 mised the plt. on demand with use &c. The plt. appears. The deft. tho' three
 times publicly called to come into Court does not come but makes Default &c.
 It is therefore considered by the Court that the plt. shall recover ag^t the deft.
 four pound six Shillings & seven pence lawful money Damages and Cost of
 Court taxed at one pound nine Shillings & five pence. Ex^r is 26th Sept. 1761.

Wariner or Colton } Nathaniel Wariner of Springfield in the County of Hampsh^r yeoman plt. vs
 Moses Colton the Sewnd of s^d Springfield yeoman deft. in a plea of the case de-
 manding ten pounds 16/2 which the deft by his note on the first of Feby 1756 pro-
 mised the plt. by the first of May then next with use &c. The plt. appears. The deft
 being three times publicly called makes Default of Appearance in Court.
 It is therefore considered by the Court that the plt. recover ag^t the deft.
 fourteen pounds seven Shillings and a penny lawful money Damages & Cost
 taxed at one pound eleven Shillings and five pence.

Charles Colton of Springfield in the County of Hampshire yeoman plt. vs John White of Blanford in the same County yeoman deft. in a plea of the case demanding six pounds $13\frac{1}{4}$ which the deft. by his note on the 29th of May 1760 promised the plt. within six months from the date thereof with use &c. The plt. appears. The Deft. being three times publicly called makes default of appearance in Court. It is therefore considered by the Court that the Plaintiff recover ag^t the s^d. John four pounds $1\frac{1}{2}$ lawful money Damages and Cost taxed at one pound 10s. -

Micah Hoskins late of Sheffield now of Salisbury in the County of Litchfield in the Colony of Connecticut yeoman plt. vs Dan^l. Munger of Great-Barrington in the County of Berkshire yeoman deft. in a plea of the case demanding six pounds and five pence half penny which the Deft. on the 28th of April last by his note promised the plt. on demand with use &c. The plt. appears. The Deft. tho' three times solemnly call^d to come into Court doth not come but makes Default &c. It is therefore considered by the Court that the plt. shall recover against the deft. six pounds $2\frac{1}{2}$ lawful money Damages and Cost of Court taxed at two pounds thirteen Shillings and a penny. Ex^{is} 10th Sept. 1761.

Benjamin Colton of Wrimfield in the County of Hamph^r. yeoman plt. vs Samuel Shaw of s^d. Wrimfield yeoman deft. in a plea of the case demanding thirty two pounds 4s. which the deft. owed & promised the plt. on the 30th of May 1760 to pay him on demand according to the aut^h on file. The plt. appears. The deft. tho' three times publicly call^d to come into Court does not come but makes Default &c. It is therefore considered by the Court that the plt. shall recover against the deft. thirty two pounds 4s. lawful money Damages and Cost of Court taxed at one pound sixteen Shillings and a penny. Ex^{is} 10th Oct. 1761.

George Pyncheon of Springfield in the County of Hamph^r. Gent. plt. vs John Lumbard of a place called Goldspring in s^d. County yeoman deft. in a plea of the case demanding the residue of the Sum due [after payment of 12s.] on a certain note of the Deft. dated the first of Sept^r. 1759. by which he promised one John Moor to pay him or his order 20s. by the first of Jan^y then next with use. of which Sum the deft. afterwards paid s^d. 12s. to s^d. Moor after which s^d. Moor ordered the payment of the residue afores^d to y^e plt. also demanding four pounds 1s. which the deft. by his note on the second of April 1760 promised the plt. on Demand with use &c. as at large set forth in the Writ. The plt. appears. The Deft. being three times publicly called to come into Court makes Default of appearance. It is therefore considered by the Court that the plt. shall recover ag^t the Deft. five pounds nine Shillings and five pence half penny lawful money Dam^s. and Cost of Court taxed at one pound 9s. Ex^{is} 12th Nov. 1761.

Martin Dewey late of Westfield now of a place called Fromelbow preindent in Dutchess County in the province of New York Gent. plt. vs Obadiah Moor of Westfield in the County of Hampshire yeoman deft. in a plea of the case demanding eight pounds $4\frac{1}{2}$ which the deft. on the 4th Day of August 1760 promised the plt. on Demand with use &c. The plt. by his Att^r. appears. The deft. being three times called to come into Court makes default of appearance. It is therefore considered by the Court that y^e. plt. recover ag^t y^e. deft. eight pounds $14\frac{1}{2}$ lawful money Damages & Cost taxed at two pounds 11s. Ex^{is} 10th Sept. 1761.

243.
Dewey or Bagg. Martin Dewey late of Westfield in the County of Hampshire now of a place called Iron Horse precinct in Dutchess County in the province of New York Gent. plt. vs Daniel Bagg of s^d Westfield yeoman deft. in a plea of the Case demanding forty seven pounds ten Shillings and ten pence which the deft. on the Eleventh Day of April 1759 by his note promised the plt to pay him or his order on Demand with use &c. - The plt. by his attorney appears - The deft. tho' three times solemnly called to come into Court did not come but make Default &c. - It is therefore considered by the Court that the said Martin recover against the said Daniel forty pounds one Shilling and one penny half pence lawful money Damages and Cost of Court taxed at two pounds ten Shillings and nine pence. Ex^r is: 26th of Sept. 1761 -

Worthington Esq. or Brooks. John Worthington of Springfield in the County of Hampshire Esq. plt. vs Samuel Brooks of the same Springfield yeoman deft. in a plea of the Case demanding two pounds 12^s. which the deft. by his note on the 13th day of December 1754 promised one Hannah Glover to pay her or her Order by the first of April then next with use. who afterwards ordered the payment of the contents of s^d Note to be made to Charles Pyncheon Physician, which s^d Charles after that ordered the payment thereof to be made to the plt. or as s^d the Writ - The plt. appears - The Deft. tho' three times publicly called to come into Court does not come but makes Default &c. It is therefore considered by the Court that the s^d John recover against the said Samuel three pounds thirteen Shillings lawful money Damages & Cost taxed at one pound 6^s 9^d. Ex^r is: 16th Nov. 1761.

Reyes or Colton David Reyes of Western in the County of Worcester Gent. plt. vs Benj^a Colton of Brimfield in the County of Hampsh^r: yeoman deft. in a plea of Trespass on the Case demanding twenty pounds lawful money which the deft. on the ninth of Dec: 1760 by his note promised the Plt^f. within three months from that Date with use &c. - The plt. appears - the Deft. being three times publicly called to come into Court makes Default &c. - It is therefore considered by the Court that the s^d David recover agst the s^d Benjamin sixteen pounds fifteen Shillings and eight pence law^d money Damages & Cost taxed at one pound 17^s 7^d -

Dewey or Grainger Thomas Dewey of Westfield in the County of Hampshire yeoman plt. vs Seth Grainger of Granville in the same County yeoman deft. in a plea of the Case demanding four pounds lawful money which the deft. by his note on the fourth day of Jan^y 1760 promised the plt within three months &c. - The plt. appears - The deft. being three times publicly called to come into Court makes default in his appearance - It is therefore considered by the Court that the s^d Thomas recover against the s^d Seth four pounds lawful money Damages & Cost of Court taxed at one pound fourteen Shillings & a penny.

Bartlett or Junyelle Jonathan Bartlett of Springfield in the County of Hampshire yeoman plt. vs Aaron Juny of s^d Springfield yeoman & Stephen Chapin of South Hadley, both in the same County defts. in a plea of Trespass for that said 123. on s^d Aaron and said Stephen at said Springfield on the twentieth day of Dec^r last past did with force and Arms break and enter one Close of the plt^s lying and being in the north Division of the outward Common on the East Side of the great River in s^d Springfield on which he now dwells

dwells & being so entered the said Aaron and Stephen then and there with
said force and arms as aforesaid did cut down and fell eight of the ^{Bartlett} ^{Terry} ^{or}
pine Trees till then standing and growing in ² ³ ⁴ ⁵ ⁶ ⁷ ⁸ ⁹ ¹⁰ ¹¹ ¹² ¹³ ¹⁴ ¹⁵ ¹⁶ ¹⁷ ¹⁸ ¹⁹ ²⁰ ²¹ ²² ²³ ²⁴ ²⁵ ²⁶ ²⁷ ²⁸ ²⁹ ³⁰ ³¹ ³² ³³ ³⁴ ³⁵ ³⁶ ³⁷ ³⁸ ³⁹ ⁴⁰ ⁴¹ ⁴² ⁴³ ⁴⁴ ⁴⁵ ⁴⁶ ⁴⁷ ⁴⁸ ⁴⁹ ⁵⁰ ⁵¹ ⁵² ⁵³ ⁵⁴ ⁵⁵ ⁵⁶ ⁵⁷ ⁵⁸ ⁵⁹ ⁶⁰ ⁶¹ ⁶² ⁶³ ⁶⁴ ⁶⁵ ⁶⁶ ⁶⁷ ⁶⁸ ⁶⁹ ⁷⁰ ⁷¹ ⁷² ⁷³ ⁷⁴ ⁷⁵ ⁷⁶ ⁷⁷ ⁷⁸ ⁷⁹ ⁸⁰ ⁸¹ ⁸² ⁸³ ⁸⁴ ⁸⁵ ⁸⁶ ⁸⁷ ⁸⁸ ⁸⁹ ⁹⁰ ⁹¹ ⁹² ⁹³ ⁹⁴ ⁹⁵ ⁹⁶ ⁹⁷ ⁹⁸ ⁹⁹ ¹⁰⁰ ¹⁰¹ ¹⁰² ¹⁰³ ¹⁰⁴ ¹⁰⁵ ¹⁰⁶ ¹⁰⁷ ¹⁰⁸ ¹⁰⁹ ¹¹⁰ ¹¹¹ ¹¹² ¹¹³ ¹¹⁴ ¹¹⁵ ¹¹⁶ ¹¹⁷ ¹¹⁸ ¹¹⁹ ¹²⁰ ¹²¹ ¹²² ¹²³ ¹²⁴ ¹²⁵ ¹²⁶ ¹²⁷ ¹²⁸ ¹²⁹ ¹³⁰ ¹³¹ ¹³² ¹³³ ¹³⁴ ¹³⁵ ¹³⁶ ¹³⁷ ¹³⁸ ¹³⁹ ¹⁴⁰ ¹⁴¹ ¹⁴² ¹⁴³ ¹⁴⁴ ¹⁴⁵ ¹⁴⁶ ¹⁴⁷ ¹⁴⁸ ¹⁴⁹ ¹⁵⁰ ¹⁵¹ ¹⁵² ¹⁵³ ¹⁵⁴ ¹⁵⁵ ¹⁵⁶ ¹⁵⁷ ¹⁵⁸ ¹⁵⁹ ¹⁶⁰ ¹⁶¹ ¹⁶² ¹⁶³ ¹⁶⁴ ¹⁶⁵ ¹⁶⁶ ¹⁶⁷ ¹⁶⁸ ¹⁶⁹ ¹⁷⁰ ¹⁷¹ ¹⁷² ¹⁷³ ¹⁷⁴ ¹⁷⁵ ¹⁷⁶ ¹⁷⁷ ¹⁷⁸ ¹⁷⁹ ¹⁸⁰ ¹⁸¹ ¹⁸² ¹⁸³ ¹⁸⁴ ¹⁸⁵ ¹⁸⁶ ¹⁸⁷ ¹⁸⁸ ¹⁸⁹ ¹⁹⁰ ¹⁹¹ ¹⁹² ¹⁹³ ¹⁹⁴ ¹⁹⁵ ¹⁹⁶ ¹⁹⁷ ¹⁹⁸ ¹⁹⁹ ²⁰⁰ ²⁰¹ ²⁰² ²⁰³ ²⁰⁴ ²⁰⁵ ²⁰⁶ ²⁰⁷ ²⁰⁸ ²⁰⁹ ²¹⁰ ²¹¹ ²¹² ²¹³ ²¹⁴ ²¹⁵ ²¹⁶ ²¹⁷ ²¹⁸ ²¹⁹ ²²⁰ ²²¹ ²²² ²²³ ²²⁴ ²²⁵ ²²⁶ ²²⁷ ²²⁸ ²²⁹ ²³⁰ ²³¹ ²³² ²³³ ²³⁴ ²³⁵ ²³⁶ ²³⁷ ²³⁸ ²³⁹ ²⁴⁰ ²⁴¹ ²⁴² ²⁴³ ²⁴⁴ ²⁴⁵ ²⁴⁶ ²⁴⁷ ²⁴⁸ ²⁴⁹ ²⁵⁰ ²⁵¹ ²⁵² ²⁵³ ²⁵⁴ ²⁵⁵ ²⁵⁶ ²⁵⁷ ²⁵⁸ ²⁵⁹ ²⁶⁰ ²⁶¹ ²⁶² ²⁶³ ²⁶⁴ ²⁶⁵ ²⁶⁶ ²⁶⁷ ²⁶⁸ ²⁶⁹ ²⁷⁰ ²⁷¹ ²⁷² ²⁷³ ²⁷⁴ ²⁷⁵ ²⁷⁶ ²⁷⁷ ²⁷⁸ ²⁷⁹ ²⁸⁰ ²⁸¹ ²⁸² ²⁸³ ²⁸⁴ ²⁸⁵ ²⁸⁶ ²⁸⁷ ²⁸⁸ ²⁸⁹ ²⁹⁰ ²⁹¹ ²⁹² ²⁹³ ²⁹⁴ ²⁹⁵ ²⁹⁶ ²⁹⁷ ²⁹⁸ ²⁹⁹ ³⁰⁰ ³⁰¹ ³⁰² ³⁰³ ³⁰⁴ ³⁰⁵ ³⁰⁶ ³⁰⁷ ³⁰⁸ ³⁰⁹ ³¹⁰ ³¹¹ ³¹² ³¹³ ³¹⁴ ³¹⁵ ³¹⁶ ³¹⁷ ³¹⁸ ³¹⁹ ³²⁰ ³²¹ ³²² ³²³ ³²⁴ ³²⁵ ³²⁶ ³²⁷ ³²⁸ ³²⁹ ³³⁰ ³³¹ ³³² ³³³ ³³⁴ ³³⁵ ³³⁶ ³³⁷ ³³⁸ ³³⁹ ³⁴⁰ ³⁴¹ ³⁴² ³⁴³ ³⁴⁴ ³⁴⁵ ³⁴⁶ ³⁴⁷ ³⁴⁸ ³⁴⁹ ³⁵⁰ ³⁵¹ ³⁵² ³⁵³ ³⁵⁴ ³⁵⁵ ³⁵⁶ ³⁵⁷ ³⁵⁸ ³⁵⁹ ³⁶⁰ ³⁶¹ ³⁶² ³⁶³ ³⁶⁴ ³⁶⁵ ³⁶⁶ ³⁶⁷ ³⁶⁸ ³⁶⁹ ³⁷⁰ ³⁷¹ ³⁷² ³⁷³ ³⁷⁴ ³⁷⁵ ³⁷⁶ ³⁷⁷ ³⁷⁸ ³⁷⁹ ³⁸⁰ ³⁸¹ ³⁸² ³⁸³ ³⁸⁴ ³⁸⁵ ³⁸⁶ ³⁸⁷ ³⁸⁸ ³⁸⁹ ³⁹⁰ ³⁹¹ ³⁹² ³⁹³ ³⁹⁴ ³⁹⁵ ³⁹⁶ ³⁹⁷ ³⁹⁸ ³⁹⁹ ⁴⁰⁰ ⁴⁰¹ ⁴⁰² ⁴⁰³ ⁴⁰⁴ ⁴⁰⁵ ⁴⁰⁶ ⁴⁰⁷ ⁴⁰⁸ ⁴⁰⁹ ⁴¹⁰ ⁴¹¹ ⁴¹² ⁴¹³ ⁴¹⁴ ⁴¹⁵ ⁴¹⁶ ⁴¹⁷ ⁴¹⁸ ⁴¹⁹ ⁴²⁰ ⁴²¹ ⁴²² ⁴²³ ⁴²⁴ ⁴²⁵ ⁴²⁶ ⁴²⁷ ⁴²⁸ ⁴²⁹ ⁴³⁰ ⁴³¹ ⁴³² ⁴³³ ⁴³⁴ ⁴³⁵ ⁴³⁶ ⁴³⁷ ⁴³⁸ ⁴³⁹ ⁴⁴⁰ ⁴⁴¹ ⁴⁴² ⁴⁴³ ⁴⁴⁴ ⁴⁴⁵ ⁴⁴⁶ ⁴⁴⁷ ⁴⁴⁸ ⁴⁴⁹ ⁴⁵⁰ ⁴⁵¹ ⁴⁵² ⁴⁵³ ⁴⁵⁴ ⁴⁵⁵ ⁴⁵⁶ ⁴⁵⁷ ⁴⁵⁸ ⁴⁵⁹ ⁴⁶⁰ ⁴⁶¹ ⁴⁶² ⁴⁶³ ⁴⁶⁴ ⁴⁶⁵ ⁴⁶⁶ ⁴⁶⁷ ⁴⁶⁸ ⁴⁶⁹ ⁴⁷⁰ ⁴⁷¹ ⁴⁷² ⁴⁷³ ⁴⁷⁴ ⁴⁷⁵ ⁴⁷⁶ ⁴⁷⁷ ⁴⁷⁸ ⁴⁷⁹ ⁴⁸⁰ ⁴⁸¹ ⁴⁸² ⁴⁸³ ⁴⁸⁴ ⁴⁸⁵ ⁴⁸⁶ ⁴⁸⁷ ⁴⁸⁸ ⁴⁸⁹ ⁴⁹⁰ ⁴⁹¹ ⁴⁹² ⁴⁹³ ⁴⁹⁴ ⁴⁹⁵ ⁴⁹⁶ ⁴⁹⁷ ⁴⁹⁸ ⁴⁹⁹ ⁵⁰⁰ ⁵⁰¹ ⁵⁰² ⁵⁰³ ⁵⁰⁴ ⁵⁰⁵ ⁵⁰⁶ ⁵⁰⁷ ⁵⁰⁸ ⁵⁰⁹ ⁵¹⁰ ⁵¹¹ ⁵¹² ⁵¹³ ⁵¹⁴ ⁵¹⁵ ⁵¹⁶ ⁵¹⁷ ⁵¹⁸ ⁵¹⁹ ⁵²⁰ ⁵²¹ ⁵²² ⁵²³ ⁵²⁴ ⁵²⁵ ⁵²⁶ ⁵²⁷ ⁵²⁸ ⁵²⁹ ⁵³⁰ ⁵³¹ ⁵³² ⁵³³ ⁵³⁴ ⁵³⁵ ⁵³⁶ ⁵³⁷ ⁵³⁸ ⁵³⁹ ⁵⁴⁰ ⁵⁴¹ ⁵⁴² ⁵⁴³ ⁵⁴⁴ ⁵⁴⁵ ⁵⁴⁶ ⁵⁴⁷ ⁵⁴⁸ ⁵⁴⁹ ⁵⁵⁰ ⁵⁵¹ ⁵⁵² ⁵⁵³ ⁵⁵⁴ ⁵⁵⁵ ⁵⁵⁶ ⁵⁵⁷ ⁵⁵⁸ ⁵⁵⁹ ⁵⁶⁰ ⁵⁶¹ ⁵⁶² ⁵⁶³ ⁵⁶⁴ ⁵⁶⁵ ⁵⁶⁶ ⁵⁶⁷ ⁵⁶⁸ ⁵⁶⁹ ⁵⁷⁰ ⁵⁷¹ ⁵⁷² ⁵⁷³ ⁵⁷⁴ ⁵⁷⁵ ⁵⁷⁶ ⁵⁷⁷ ⁵⁷⁸ ⁵⁷⁹ ⁵⁸⁰ ⁵⁸¹ ⁵⁸² ⁵⁸³ ⁵⁸⁴ ⁵⁸⁵ ⁵⁸⁶ ⁵⁸⁷ ⁵⁸⁸ ⁵⁸⁹ ⁵⁹⁰ ⁵⁹¹ ⁵⁹² ⁵⁹³ ⁵⁹⁴ ⁵⁹⁵ ⁵⁹⁶ ⁵⁹⁷ ⁵⁹⁸ ⁵⁹⁹ ⁶⁰⁰ ⁶⁰¹ ⁶⁰² ⁶⁰³ ⁶⁰⁴ ⁶⁰⁵ ⁶⁰⁶ ⁶⁰⁷ ⁶⁰⁸ ⁶⁰⁹ ⁶¹⁰ ⁶¹¹ ⁶¹² ⁶¹³ ⁶¹⁴ ⁶¹⁵ ⁶¹⁶ ⁶¹⁷ ⁶¹⁸ ⁶¹⁹ ⁶²⁰ ⁶²¹ ⁶²² ⁶²³ ⁶²⁴ ⁶²⁵ ⁶²⁶ ⁶²⁷ ⁶²⁸ ⁶²⁹ ⁶³⁰ ⁶³¹ ⁶³² ⁶³³ ⁶³⁴ ⁶³⁵ ⁶³⁶ ⁶³⁷ ⁶³⁸ ⁶³⁹ ⁶⁴⁰ ⁶⁴¹ ⁶⁴² ⁶⁴³ ⁶⁴⁴ ⁶⁴⁵ ⁶⁴⁶ ⁶⁴⁷ ⁶⁴⁸ ⁶⁴⁹ ⁶⁵⁰ ⁶⁵¹ ⁶⁵² ⁶⁵³ ⁶⁵⁴ ⁶⁵⁵ ⁶⁵⁶ ⁶⁵⁷ ⁶⁵⁸ ⁶⁵⁹ ⁶⁶⁰ ⁶⁶¹ ⁶⁶² ⁶⁶³ ⁶⁶⁴ ⁶⁶⁵ ⁶⁶⁶ ⁶⁶⁷ ⁶⁶⁸ ⁶⁶⁹ ⁶⁷⁰ ⁶⁷¹ ⁶⁷² ⁶⁷³ ⁶⁷⁴ ⁶⁷⁵ ⁶⁷⁶ ⁶⁷⁷ ⁶⁷⁸ ⁶⁷⁹ ⁶⁸⁰ ⁶⁸¹ ⁶⁸² ⁶⁸³ ⁶⁸⁴ ⁶⁸⁵ ⁶⁸⁶ ⁶⁸⁷ ⁶⁸⁸ ⁶⁸⁹ ⁶⁹⁰ ⁶⁹¹ ⁶⁹² ⁶⁹³ ⁶⁹⁴ ⁶⁹⁵ ⁶⁹⁶ ⁶⁹⁷ ⁶⁹⁸ ⁶⁹⁹ ⁷⁰⁰ ⁷⁰¹ ⁷⁰² ⁷⁰³ ⁷⁰⁴ ⁷⁰⁵ ⁷⁰⁶ ⁷⁰⁷ ⁷⁰⁸ ⁷⁰⁹ ⁷¹⁰ ⁷¹¹ ⁷¹² ⁷¹³ ⁷¹⁴ ⁷¹⁵ ⁷¹⁶ ⁷¹⁷ ⁷¹⁸ ⁷¹⁹ ⁷²⁰ ⁷²¹ ⁷²² ⁷²³ ⁷²⁴ ⁷²⁵ ⁷²⁶ ⁷²⁷ ⁷²⁸ ⁷²⁹ ⁷³⁰ ⁷³¹ ⁷³² ⁷³³ ⁷³⁴ ⁷³⁵ ⁷³⁶ ⁷³⁷ ⁷³⁸ ⁷³⁹ ⁷⁴⁰ ⁷⁴¹ ⁷⁴² ⁷⁴³ ⁷⁴⁴ ⁷⁴⁵ ⁷⁴⁶ ⁷⁴⁷ ⁷⁴⁸ ⁷⁴⁹ ⁷⁵⁰ ⁷⁵¹ ⁷⁵² ⁷⁵³ ⁷⁵⁴ ⁷⁵⁵ ⁷⁵⁶ ⁷⁵⁷ ⁷⁵⁸ ⁷⁵⁹ ⁷⁶⁰ ⁷⁶¹ ⁷⁶² ⁷⁶³ ⁷⁶⁴ ⁷⁶⁵ ⁷⁶⁶ ⁷⁶⁷ ⁷⁶⁸ ⁷⁶⁹ ⁷⁷⁰ ⁷⁷¹ ⁷⁷² ⁷⁷³ ⁷⁷⁴ ⁷⁷⁵ ⁷⁷⁶ ⁷⁷⁷ ⁷⁷⁸ ⁷⁷⁹ ⁷⁸⁰ ⁷⁸¹ ⁷⁸² ⁷⁸³ ⁷⁸⁴ ⁷⁸⁵ ⁷⁸⁶ ⁷⁸⁷ ⁷⁸⁸ ⁷⁸⁹ ⁷⁹⁰ ⁷⁹¹ ⁷⁹² ⁷⁹³ ⁷⁹⁴ ⁷⁹⁵ ⁷⁹⁶ ⁷⁹⁷ ⁷⁹⁸ ⁷⁹⁹ ⁸⁰⁰ ⁸⁰¹ ⁸⁰² ⁸⁰³ ⁸⁰⁴ ⁸⁰⁵ ⁸⁰⁶ ⁸⁰⁷ ⁸⁰⁸ ⁸⁰⁹ ⁸¹⁰ ⁸¹¹ ⁸¹² ⁸¹³ ⁸¹⁴ ⁸¹⁵ ⁸¹⁶ ⁸¹⁷ ⁸¹⁸ ⁸¹⁹ ⁸²⁰ ⁸²¹ ⁸²² ⁸²³ ⁸²⁴ ⁸²⁵ ⁸²⁶ ⁸²⁷ ⁸²⁸ ⁸²⁹ ⁸³⁰ ⁸³¹ ⁸³² ⁸³³ ⁸³⁴ ⁸³⁵ ⁸³⁶ ⁸³⁷ ⁸³⁸ ⁸³⁹ ⁸⁴⁰ ⁸⁴¹ ⁸⁴² ⁸⁴³ ⁸⁴⁴ ⁸⁴⁵ ⁸⁴⁶ ⁸⁴⁷ ⁸⁴⁸ ⁸⁴⁹ ⁸⁵⁰ ⁸⁵¹ ⁸⁵² ⁸⁵³ ⁸⁵⁴ ⁸⁵⁵ ⁸⁵⁶ ⁸⁵⁷ ⁸⁵⁸ ⁸⁵⁹ ⁸⁶⁰ ⁸⁶¹ ⁸⁶² ⁸⁶³ ⁸⁶⁴ ⁸⁶⁵ ⁸⁶⁶ ⁸⁶⁷ ⁸⁶⁸ ⁸⁶⁹ ⁸⁷⁰ ⁸⁷¹ ⁸⁷² ⁸⁷³ ⁸⁷⁴ ⁸⁷⁵ ⁸⁷⁶ ⁸⁷⁷ ⁸⁷⁸ ⁸⁷⁹ ⁸⁸⁰ ⁸⁸¹ ⁸⁸² ⁸⁸³ ⁸⁸⁴ ⁸⁸⁵ ⁸⁸⁶ ⁸⁸⁷ ⁸⁸⁸ ⁸⁸⁹ ⁸⁹⁰ ⁸⁹¹ ⁸⁹² ⁸⁹³ ⁸⁹⁴ ⁸⁹⁵ ⁸⁹⁶ ⁸⁹⁷ ⁸⁹⁸ ⁸⁹⁹ ⁹⁰⁰ ⁹⁰¹ ⁹⁰² ⁹⁰³ ⁹⁰⁴ ⁹⁰⁵ ⁹⁰⁶ ⁹⁰⁷ ⁹⁰⁸ ⁹⁰⁹ ⁹¹⁰ ⁹¹¹ ⁹¹² ⁹¹³ ⁹¹⁴ ⁹¹⁵ ⁹¹⁶ ⁹¹⁷ ⁹¹⁸ ⁹¹⁹ ⁹²⁰ ⁹²¹ ⁹²² ⁹²³ ⁹²⁴ ⁹²⁵ ⁹²⁶ ⁹²⁷ ⁹²⁸ ⁹²⁹ ⁹³⁰ ⁹³¹ ⁹³² ⁹³³ ⁹³⁴ ⁹³⁵ ⁹³⁶ ⁹³⁷ ⁹³⁸ ⁹³⁹ ⁹⁴⁰ ⁹⁴¹ ⁹⁴² ⁹⁴³ ⁹⁴⁴ ⁹⁴⁵ ⁹⁴⁶ ⁹⁴⁷ ⁹⁴⁸ ⁹⁴⁹ ⁹⁵⁰ ⁹⁵¹ ⁹⁵² ⁹⁵³ ⁹⁵⁴ ⁹⁵⁵ ⁹⁵⁶ ⁹⁵⁷ ⁹⁵⁸ ⁹⁵⁹ ⁹⁶⁰ ⁹⁶¹ ⁹⁶² ⁹⁶³ ⁹⁶⁴ ⁹⁶⁵ ⁹⁶⁶ ⁹⁶⁷ ⁹⁶⁸ ⁹⁶⁹ ⁹⁷⁰ ⁹⁷¹ ⁹⁷² ⁹⁷³ ⁹⁷⁴ ⁹⁷⁵ ⁹⁷⁶ ⁹⁷⁷ ⁹⁷⁸ ⁹⁷⁹ ⁹⁸⁰ ⁹⁸¹ ⁹⁸² ⁹⁸³ ⁹⁸⁴ ⁹⁸⁵ ⁹⁸⁶ ⁹⁸⁷ ⁹⁸⁸ ⁹⁸⁹ ⁹⁹⁰ ⁹⁹¹ ⁹⁹² ⁹⁹³ ⁹⁹⁴ ⁹⁹⁵ ⁹⁹⁶ ⁹⁹⁷ ⁹⁹⁸ ⁹⁹⁹ ¹⁰⁰⁰ ¹⁰⁰¹ ¹⁰⁰² ¹⁰⁰³ ¹⁰⁰⁴ ¹⁰⁰⁵ ¹⁰⁰⁶ ¹⁰⁰⁷ ¹⁰⁰⁸ ¹⁰⁰⁹ ¹⁰¹⁰ ¹⁰¹¹ ¹⁰¹² ¹⁰¹³ ¹⁰¹⁴ ¹⁰¹⁵ ¹⁰¹⁶ ¹⁰¹⁷ ¹⁰¹⁸ ¹⁰¹⁹ ¹⁰²⁰ ¹⁰²¹ ¹⁰²² ¹⁰²³ ¹⁰²⁴ ¹⁰²⁵ ¹⁰²⁶ ¹⁰²⁷ ¹⁰²⁸ ¹⁰²⁹ ¹⁰³⁰ ¹⁰³¹ ¹⁰³² ¹⁰³³ ¹⁰³⁴ ¹⁰³⁵ ¹⁰³⁶ ¹⁰³⁷ ¹⁰³⁸ ¹⁰³⁹ ¹⁰⁴⁰ ¹⁰⁴¹ ¹⁰⁴² ¹⁰⁴³ ¹⁰⁴⁴ ¹⁰⁴⁵ ¹⁰⁴⁶ ¹⁰⁴⁷ ¹⁰⁴⁸ ¹⁰⁴⁹ ¹⁰⁵⁰ ¹⁰⁵¹ ¹⁰⁵² ¹⁰⁵³ ¹⁰⁵⁴ ¹⁰⁵⁵ ¹⁰⁵⁶ ¹⁰⁵⁷ ¹⁰⁵⁸ ¹⁰⁵⁹ ¹⁰⁶⁰ ¹⁰⁶¹ ¹⁰⁶² ¹⁰⁶³ ¹⁰⁶⁴ ¹⁰⁶⁵ ¹⁰⁶⁶ ¹⁰⁶⁷ ¹⁰⁶⁸ ¹⁰⁶⁹ ¹⁰⁷⁰ ¹⁰⁷¹ ¹⁰⁷² ¹⁰⁷³ ¹⁰⁷⁴ ¹⁰⁷⁵ ¹⁰⁷⁶ ¹⁰⁷⁷ ¹⁰⁷⁸ ¹⁰⁷⁹ ¹⁰⁸⁰ ¹⁰⁸¹ ¹⁰⁸² ¹⁰⁸³ ¹⁰⁸⁴ ¹⁰⁸⁵ ¹⁰⁸⁶ ¹⁰⁸⁷ ¹⁰⁸⁸ ¹⁰⁸⁹ ¹⁰⁹⁰ ¹⁰⁹¹ ¹⁰⁹² ¹⁰⁹³ ¹⁰⁹⁴ ¹⁰⁹⁵ ¹⁰⁹⁶ ¹⁰⁹⁷ ¹⁰⁹⁸ ¹⁰⁹⁹ ¹¹⁰⁰ ¹¹⁰¹ ¹¹⁰² ¹¹⁰³ ¹¹⁰⁴ ¹¹⁰⁵ ¹¹⁰⁶ ¹¹⁰⁷ ¹¹⁰⁸ ¹¹⁰⁹ ¹¹¹⁰ ¹¹¹¹ ¹¹¹² ¹¹¹³ ¹¹¹⁴ ¹¹¹⁵ ¹¹¹⁶ ¹¹¹⁷ ¹¹¹⁸ ¹¹¹⁹ ¹¹²⁰ ¹¹²¹ ¹¹²² ¹¹²³ ¹¹²⁴ ¹¹²⁵ ¹¹²⁶ ¹¹²⁷ ¹¹²⁸ ¹¹²⁹ ¹¹³⁰ ¹¹³¹ ¹¹³² ¹¹³³ ¹¹³⁴ ¹¹³⁵ ¹¹³⁶ ¹¹³⁷ ¹¹³⁸ ¹¹³⁹ ¹¹⁴⁰ ¹¹⁴¹ ¹¹⁴² ¹¹⁴³ ¹¹⁴⁴ ¹¹⁴⁵ ¹¹⁴⁶ ¹¹⁴⁷ ¹¹⁴⁸ ¹¹⁴⁹ ¹¹⁵⁰ ¹¹⁵¹ ¹¹⁵² ¹¹⁵³ ¹¹⁵⁴ ¹¹⁵⁵ ¹¹⁵⁶ ¹¹⁵⁷ ¹¹⁵⁸ ¹¹⁵⁹ ¹¹⁶⁰ ¹¹⁶¹ ¹¹⁶² ¹¹⁶³ ¹¹⁶⁴ ¹¹⁶⁵ ¹¹⁶⁶ ¹¹⁶⁷ ¹¹⁶⁸ ¹¹⁶⁹ ¹¹⁷⁰ ¹¹⁷¹ ¹¹⁷² ¹¹⁷³ ¹¹⁷⁴ ¹¹⁷⁵ ¹¹⁷⁶ ¹¹⁷⁷ ¹¹⁷⁸ ¹¹⁷⁹ ¹¹⁸⁰ ¹¹⁸¹ ¹¹⁸² ¹¹⁸³ ¹¹⁸⁴ ¹¹⁸⁵ ¹¹⁸⁶ ¹¹⁸⁷ ¹¹⁸⁸ ¹¹⁸⁹ ¹¹⁹⁰ ¹¹⁹¹ ¹¹⁹² ¹¹⁹³ ¹¹⁹⁴ ¹¹⁹⁵ ¹¹⁹⁶ ¹¹⁹⁷ ¹¹⁹⁸ ¹¹⁹⁹ ¹²⁰⁰ ¹²⁰¹ ¹²⁰² ¹²⁰³ ¹²⁰⁴ ¹²⁰⁵ ¹²⁰⁶ ¹²⁰⁷ ¹²⁰⁸ ¹²⁰⁹ ¹²¹⁰ ¹²¹¹ ¹²¹² ¹²¹³ ¹²¹⁴ ¹²¹⁵ ¹²¹⁶ ¹²¹⁷ ¹²¹⁸ ¹²¹⁹ ¹²²⁰ ¹²²¹ ¹²²² ¹²²³ ¹²²⁴ ¹²²⁵ ¹²²⁶ ¹²²⁷ ¹²²⁸ ¹²²⁹ ¹²³⁰ ¹²³¹ ¹²³² ¹²³³ ¹²³⁴ ¹²³⁵ ¹²³⁶ ¹²³⁷ ¹²³⁸ ¹²³⁹ ¹²⁴⁰ ¹²⁴¹ ¹²⁴² ¹²⁴³ ¹²⁴⁴ ¹²⁴⁵ ¹²⁴⁶ ¹²⁴⁷ ¹²⁴⁸ ¹²⁴⁹ ¹²⁵⁰ ¹²⁵¹ ¹²⁵² ¹²⁵³ ¹²⁵⁴ ¹²⁵⁵ ¹²⁵⁶ ¹²⁵⁷ ¹²⁵⁸ ¹²⁵⁹ ¹²⁶⁰ ¹²⁶¹ ¹²⁶² ¹²⁶³ ¹²⁶⁴ ¹²⁶⁵ ¹²⁶⁶ ¹²⁶⁷ ¹²⁶⁸ ¹²⁶⁹ ¹²⁷⁰ ¹²⁷¹ ¹²⁷² ¹²⁷³ ¹²⁷⁴ ¹²⁷⁵ ¹²⁷⁶ ¹²⁷⁷ ¹²⁷⁸ ¹²⁷⁹ ¹²⁸⁰ ¹²⁸¹ ¹²⁸² ¹²⁸³ ¹²⁸⁴ ¹²⁸⁵ ¹²⁸⁶ ¹²⁸⁷ ¹²⁸⁸ ¹²⁸⁹ ¹²⁹⁰ ¹²⁹¹ ¹²⁹² ¹²⁹³ ¹²⁹⁴ ¹²⁹⁵ ¹²⁹⁶ ¹²⁹⁷ ¹²⁹⁸ ¹²⁹⁹ ¹³⁰⁰ ¹³⁰¹ ¹³⁰² ¹³⁰³ ¹³⁰⁴ ¹³⁰⁵ ¹³⁰⁶ ¹³⁰⁷ ¹³⁰⁸ ¹³⁰⁹ ¹³¹⁰ ¹³¹¹ ¹³¹² ¹³¹³ ¹³¹⁴ ¹³¹⁵ ¹³¹⁶ ¹³¹⁷ ¹³¹⁸ ¹³¹⁹ ¹³²⁰ ¹³²¹ ¹³²² ¹³²³ ¹³²⁴ ¹³²⁵ ¹³²⁶ ¹³²⁷ ¹³²⁸ ¹³²⁹ ¹³³⁰ ¹³³¹ ¹³³² ¹³³³ ¹³³⁴ ¹³³⁵ ¹³³⁶ ¹³³⁷ ¹³³⁸ ¹³³⁹ ¹³⁴⁰ ¹³

August
Court of
Sessions
1761-

At his Majesty's Court of General Sessions of the peace held
at Springfield within and for the County of Hampshire on
the Last Tuesday of August (being the Twenty fifth day of
said month) Anno Domini 1761-

Justices of said Court present - viz		Grand Jurors now returned & sworn - viz	Jury for Trials - viz
Israel Williams	Esqrs. Juo.	Nath ^l . Kellogg forem ⁿ	Jon ^l . Worthington forem ⁿ
John Worthington		Jonathan White	Samuel Bolton jun ^r
Elijah Williams		Charles Brewer	Elijah Hunt
Josiah Dwight		Josiah Tomeroy	Rememb ^r . Wardwell
John Sherman	Esquires	Noah Strong	Noah Coleman
Seth Field		Elnathan Graves	Nath ^l . Danielson
Joseph Hawley		Samuel Smith	Elijah Janes
David Moseley		John Field	Thomas Dickinson
Tim ^l . Dwight jun ^r	Esquires	Matthew Noble	Nathaniel Bestow
Josiah Chauncy		John Moseley	John Cooke
Eleazer Porter		Joseph Hoar	Aaron Bush -
Eldad Taylor		Adonijah Russell	John Sheperd jun ^r
Charles Phelps		Samuel Childs & absent	
		Simon Cooley	
		Beroni Wright -	
		This jury attend. 5 days.	
		M ^r . Sheriff Miller attend this jury the 5 days -	

D^r. Rex
Inhabitants
Deerfield

And the Inhabitants of the Town of Deerfield that is to say Joseph
Barnard Samuel Wells Gent^r & Samuel Childs yeoman come before
the Court in the Custody of the Sheriff to answer to the presentment
ag^t them for default of a due reparation of the high Way leading
to Huntstown & as at large set forth on the Records of this Court at
their Last Term, as also for their Contempt & as there also recorded -
and being allowed to appear and answer by their Agent, They by
Joseph Hawley Esq^r their agent come and offer to the Court their
Reasons in Excuse for not appearing at the last Term in obedience
to the Summons with which the S^d. Inhabitants were lawfully
served, and the same having been fully weighed the Court are of
the Opinion that the S^d. Inhabitants are not in Contempt & &
Order they be not for this further held & and being now put to
answer to s^d. presentment, They by their said Agent plead to quash
the same - whereupon all and singular the premises viz the matters
contained in S^d. presentment as also in the S^d. pleas of the defts
being viewed and fully understood by the Court and upon demure
deliberation thereof had forasmuch as it appears that the same
pleas are in Law good & sufficient It is considered that the S^d.
presentment be quashed & that the defts be therefrom forever
dismissed

The Grand Jurors for our late Sovereign Lord ~~our~~ King George the Second D^s Rex
do for the body of the County of Hampshire so on their Oaths present that Inhabitants
the Common high Way of the said Lord the King in the Township of Springfield
Springfield in ^{the} County and in the Parish called Agawam and from Springfield
the House of William Worthington there to the South Side of the
Bridge next the house of Jonathan Worthington there containing
about forty rods in Length and the whole Breadth thereof and
also at the place called Parowfuchs Bridge in the first Parish in
said Town on the first day of November current was and still is in
great decay for default of a due reparation and amendment y^e of
so that the liege Subjects of the said Lord the King passing & travelling
thro or along the same way can't pass thro the same without
great Danger to the great Damage and Common Nuisance of all
the liege Subjects of the said Lord the King passing thro the same
Way and that the Inhabitants of the said Town of Springfield
of right and by Law ought to repair and amend the same way
so often as the same way stands in need of repair and that
said Inhabitants neglect and refuse to repair the same way
contrary to the Laws of this province in such cases provided the
peace of the said Lord the King his crown and dignity - Which
presentment was made at the last November Court and signed
Obadiah Dickinson foreman - The said Inhabitants in obedience
to a lawful Summons appeared before the Court at their last
Session and then by Moses Bliss Jun^r Gent. their agent they
plead to the s^d presentment that they would not contend with
the King And it was thereupon ordered that the further considera-
tion of the premises should be referred to this Term & Now the
Court having considered of the Offence - It is ordered that the
said Inhabitants pay as a fine to the King the Sum of Twenty
Shillings lawful ~~money~~ money & cost taxed at Two pounds: 5^s 12^d. And
that a distringas go against the said Inhabitants from time to time
for the same until s^d Ways be effectually repaired.

The Grand Jurors for our late Sovereign Lord King George the Second D^s Rex
do for the body of the County of Hampshire do on their Oaths present Inhabitants
that the Common high Way of the s^d Lord the King in the Township of Hadley
Hadley in s^d County leading from the Lower end of the Town Street of Hadley
there by the Mill Eastward to the West Side of the Plantation called
Coldspring for the whole breadth thereof and throughout all y^e Length
aforesaid on the first day of November instant was and ever since
has been and now is in great decay for default of a due Repair &
amendment thereof so that the liege Subjects of our said Lord the King
passing or Travelling thro or along the same way can't pass through
the same without Danger to the great Damage and Common Nuisance
of all the Liege Subjects of the said Lord the King passing thro the
same Way and the Inhabitants of the s^d Town of Hadley of right
and by Law ought to repair and amend the same way so often as
the same Way stands in need of repair which they neglect and
refuse to do contrary to the Laws of this Province in such cases
made and provided the peace of our said Lord the King his crown
and Dignity - This presentment was made at the Court of General
Sessions &

245.
S^r Rex
Inhabitants
of Hadley } Sessions be hold at Northampton & on the Second Tuesday of November last
and signed Obadiah Dickinson foreman - And now the s^d Inhabitants
in obedience to a lawful Summons by Charles Phelps & by their agent
come before the Court and being put to answer & plead to quash the
Presentment Whereupon all and Singular the Matters contained in y^e
present^t and the pleas of the def^t being fully known and understood
by the Court and upon mature deliberation thereof had inasmuch as
it seems to the Court that the def^t pleas are sufficient & it is
therefore considered by the Court that the presentment be quashed
and that the def^t be therefrom forever disorised -

Same
ag^t } The Jurors for our Sovereign Lord the King do on their Oaths pre-
Had^t } sent that Thaddaus Keyes of New Marlborough in the County of
Keyes } Hampshire on the Sixteenth day of February last past at said
New Marlborough did with force and arms stop and hinder one
Peter Chapin of said New Marlborough then in the peace of the
said Lord the King from passing along about his ordinary
Business on the Common high Way of the said Lord the King in
said New Marlborough and did then and there with force and
Arms imprison and restrain the same Peter of his Liberty for
the space of one quarter of an hour and did then and there with
force and arms take from said Peter and from off his head one
good beaver hat the proper goods and Chattels of the said Peter of
the Value of thirty Shillings and detain, & then and there keep the
same from him the said Peter for the space of three hours &
until the said Peter paid him the said Thaddaus eight Shillings
and ten pence for reobtaining the same hat all which doings of the
said Thaddaus are contrary to Law and the peace of the s^d Lord the
King his Crown and Dignity - Which presentment was made at y^e
last Term of this Court and signed Obadiah Dickinson foreman
And the s^d Thaddaus (being under recognizance for this purpose) now
comes before the Court and being put to plead and answer to the said
presentment immediately thereupon says He is ⁱⁿ nothing guilty thereof
and of this puts Himself on the Country - A Jury thereof being sworn
according to Law to try the Issue between our sovereign Lord the King &
the def^t. After a full hearing return ^{their verdict} therein that is they on their oath
say the def^t. is guilty - The Court having considered of the Offence - It is
Ordered that the s^d Thaddaus pay a fine of three Shillings lawful money
to be to his Majesty for the Support of Government & and Cost of
Prosecution taxed at - And also further Ordered that he find Sureties
in the sum of £10 for the good behaviour towards all his Majesty's
liege Subjects especially the s^d Peter for the Term of ten months from
this Time, standing committed &c - The s^d Thaddaus principal in the
Sum of £10 Aaron Sheldon and Hewet Root both of Sheffield yeoman
make } Sureties in the sum of £5 each, severally recognize our sovereign
Lord the King for the s^d Thaddaus his good behaviour towards all his
Majesty's liege Subjects and particularly the said Peter for the
Term of ten months from this day -

The Grand Jurors for the said Lord the King for the body of the said County of Hampshire do on their oaths present that Silence Old of Springfield in the said County Spinster on the 25th day of July 1760 at said Springfield committed the Crime of Fornication by then and there voluntarily having carnal knowledge of some male person to the jurors unknown and had then and there a child begotten on her body by fornication (she being then some sole and unmarried) contrary to the Law of this province in that case made and provided the peace of the said Lord the King his crown and Dignity - Which presentment was made at the last Term of this Court and signed Obadiah Dickinson foreman - The s^d Silence now comes before the Court (being under recognizance for this purpose) and being put to plead and answer to the premises she says she is guilty thereof - The Court having considered of the Offence - It is Ordered that the s^d Silence pay a fine of 13s. to be to his majesty for the Support of Government or else to be taxed at 13s. - standing Committed

The Jurors for the said Lord the King for the body of the s^d County of Hampshire do on their Oaths present Abigail Wherfield of Westfield in said County Spinster for that the said Abigail on the first day of April anno Domini 1760. at said Westfield committed the Crime of fornication by then and there having carnal knowledge of some Male person to the jurors unknown and had then and there a child begotten on her body by fornication (she then being some sole and unmarried) all which is contrary to the Law of this province in that case made and provided the peace of the s^d Lord the King his crown and Dignity - Which presentment was made at the last Term of this Court and signed Obadiah Dickinson foreman - And now the s^d Abigail (being under recognizance for this purpose) comes before the Court and being put to answer to the premises she pleads that she is guilty thereof - It is therefore considered by the Court that the said Abigail be amerced to the King in a Sum of eight Shillings and pay costs taxed at one pound ten Shillings and six pence standing Committed &c -

John Worthington Esq attorney for our Sovereign Lord the King in this behalf here instantly informs and gives this Court to understand that at Brimfield in the County of Hampsh^d on the seventeenth day of June last past John Danielson Jun^r of s^d Brimfield in s^d County yeoman did with force and Arms make an Assault on the body of one Benj^a Perin of s^d Brimfield yeoman and did then and there beat bruise wound and illtreat the s^d Benj^a he then being in the peace of the said Lord the King and also for that the said John Danielson at said Brimfield on the 28th day of July last did with force and Arms make an Assault on the body of the s^d Benjamin Perin and did then and there beat bruise wound hurt and illtreat the said Benj^a (he then being in the peace of God & of the King) and many other Enormities and Injuries ag^t the s^d Benj^a then and there did and committed contrary to Law & against the peace of the s^d Lord the King his crown and dignity the s^d John Worthington therefore prays the Court's consideration of & premises & that the s^d John Danielson Jun^r may be proceeded ag^t as to Law &c appertaining - &

246. And the s^r John Danielson Jun^r now comes before the Court (being under
Worthington } a recognizance for this purpose) and being set to the Bar and put to plead
Esq^r pro } and make answer to the matters charged ag^t him in the Information
D^r Reg^r } immediately he pleads that he is guilty thereof - The Evidence respect-
Danielson } ing the several Assaults having been fully heard and maturely weigh^t.
It is considered by the Court that for the first Offence abovementioned
the s^r John pay a fine of ten Shillings to be to his majesty for the
Support of the Government of this province that for the other offence
he pay a fine of fifty Shillings to be to the same use and that he
pay costs of Prosecution taxed at five pounds 13/6 and find Sureties
in the Sum of £20 to be of the good behaviour towards all his
majesty's liege people especially the s^r Benjamin till the next
Term of this Court standing committed to. The s^r John Danielson
Jun^r principal in the sum of £20. Tim^r Danielson gent^r & Daniel
Thompson Sureties in £10. each severally recognize to our Sovereign
Lord the King for the s^r John his being of the good behaviour towards
all his majesty's liege people especially the said Benjamin Perin
till the next Term of this Court

Perney } The Complaint of Thankful Perney a minor and feme Sole of Pittsfield
or } in the County of Berkshire spinster (who prosecutes by Silvanus Perney
Robards } of s^r Pittsfield yeoman her natural guardian) humbly shews that
the Complainant has lately been delivered of a female Bastard Child
lately begotten on her body at a place called Pontoofocks in the County
of Hampshire by one David Roberts of s^r Pittsfield husbandman
which Child is now in full life and needs constant maintenance
wherefore the humble Complainant prays said David (Who is now in -
Court before your Honors) may be enjoined to contribute to y^e mainte-
nance thereof from its birth so long as your honors may in your Wisdom
judge meet and reasonable with the Assistance of the Mother she having
attended all the prerequisites enjoined her by Law for obtaining the
same, and as in Duty bound &c - The s^r David comes before the Court
being under recognizance for this purpose, and being allowed to acquit
himself of the foregoing Charge, immediately for this purpose he pleads
that he is in nothing guilty thereof - The Evidence touching the fact
being now produced in Court and the parties by their Council fully
heard thereon, and the s^r Thankful having been examined upon oath
touching the Premises, upon mature deliberation thereof had by this
Court - It is considered that the s^r David is not the reputed Father
of said bastard Child, and that the s^r Thankful prosecuting as
aforesaid have nothing by her proofs afores^d, but that the s^r David
be therefrom forever disoriped - And it is also considered that the
said David recover ag^t the s^r Silvanus Six pounds 19/ for costs and
Charges by him expended in defending this Suit. Ex^r is 23rd Sept^r 1761 -

Church } Nathaniel Church Jun^r of Hadley Cordwainer William Harrison Church &
Reco- } John Shepard Jun^r both of Westfield yeomen come before this Court and
gnance } recognize to our Sovereign Lord the King in the respective Sums fol-
lowing viz the s^r Nathaniel as principal in behalf of Sarah Church
wife of s^r Nathaniel in the Sum of £50. the s^r William and John as
Sureties to him in £25 each for the personal Appearance of the s^r
Sarah.

Sarah at the next Court of General Sessions of the peace to answer to y^e presentments of the Grand Jury for assisting abetting and comforting one Rachel Collyer in a Theft and for the same Sarah, abiding the Order of said Court thereon &c.

Obadiah Dickinson of Hatfield gent. and Asa Wood of Hadley yeoman recognize to our s^d Lord the King in the sum of £5. each for their personal appearance at the next Court to give in evidence what they know respecting the above-mentioned. Witnesses
recognized

James Sheldon of Springfield yeoman Who stood bound by recognizance to the King taken before John Worthington Esq. to make his personal appearance before this Court (the same recognizance having been continued from the last Court to this) particularly to answer to y^e complaint of Mary Warner charging him with being the father of a bastard child of which she was then pregnant, was now discharged from the same by Proclamation by Order of Court. James
Sheldon
discharged

Adam Wire of New Salem yeoman Who stood bound by recognizance to the King taken before Timothy Dwight Jun^r Esq. to make his personal appearance before this Court to answer to such things as might be objected against him on his Majesty's behalf, is now discharged therefrom by Proclamation by order of Court. Adam
Wire
discharged

Jesse Warner of Springfield yeoman who stood bound by recognizance to the King taken before John Worthington Esq. to make his personal appearance before this Court to answer to what might be objected against him on his Majesty's behalf &c. is now discharged from the same by proclamation by Order of Court. Jesse
Warner
discharged

Samuel Hains of Westfield who stands holden by recognizance to y^e King taken before Eldad Taylor Esq. to make his personal appearance before this Court to answer to such things as might be objected against him on his Majesty's behalf &c. is now discharged from the same by Proclamation by Order of Court. Samuel
Hains
discharged

Wary Warner of Springfield comes before this Court and freely confesses to the Court that she has been guilty of the crime of Fornication. The Court having considered of the Offence, order that she pay a fine of ten Shillings to be to his Majesty for the support of the Government of this Province and Cost. Wary
Warner
confessⁿ

Margaret Hazard of Springfield comes into Court and freely confesses to this Court that she has committed the crime of Fornication. The Court having considered of the Offence, order that she pay a fine of £5. to be to his Majesty &c. and Cost of Court. Margaret
Hazard
Confessⁿ

Jonathan Wells of Deerfield is licensed to keep a ferry across Connecticut River in the road leading from Deerfield to Montague at the place called Wells's ferry-place. & it is ordered that the fare for man and horse be the same it was the last year. & the s^d Jonathan recognizes to the King in the sum of £10 for the faithful discharge of his male. Wells's
Ferry

Nath^l Dwight gent. now presents to the Court the account of the ferry t^y by order of Court laid out two High Ways thro' Palmer & Ware river amounting in the whole to thirteen pounds 10/6. as on file, praying y^e same may be allowed & y^e A^l is allowed. & it is ordered by the Court that y^e County Treasurer of y^e County be directed to pay the same to Capt. Nath^l Dwight in full discharge thereof & that an order be made accordingly. Dwight
Warrants
a Court
their suit

247~
Springfield { Pursuant to a Warrant under the hands of the Select men of the
Caution { Town of Springfield bearing date the 25th day of May 1761. William
Picket a transient person said to have been carried a captive from near
Lake George some years since to Canada and to have returned from
thence the last year under poor circumstances and to be now working
in order to get floaths to have been born at London and a servant when
taken - also John Owen a transient person who is said to have
come last from Newbury where he lived for several years and who
is a peruke Maker - On the 30th of the same May were warned
to depart and leave s^d Town by Joseph Stebbins Jun^r Jun^r as
the Warrant and return on file appears -

Amherst { Pursuant to a Warrant under the hands of the Select men of the
Caution { District of Amherst bearing date the 6th day of July last Peter Bishop
& Sarah Crosbie and her Son William Crosbie were warned on the 16th
of the same July to leave s^d District and every part thereof by Gideon
Dishington Constable who returns that the s^d Peter had abode in said
District ever since the first day of November last and the s^d Sarah
and William ever since the first of January last as the Warrant
and return on file appears -

New- { Pursuant to a Warrant under the hands of the district of New-
Salem { bearing date the 3^d of August current Joseph Haffell and
Caution { wife and family - & also pursuant to another Warrant under the hands
of the same Select men bearing the date afores^d Mary Whiting
were severally warned and had notice to depart and leave s^d District
on the 12th of s^d August by Israel Richardson Constable as by s^d
Warrants and returns on file appears -

Report { The Committee appointed on the Petition of Joseph Root and others
of s^d form { praying for a road from Wells' ferry to Petersham (as at large set
in fact. { forth on Record of this Court at the last Term) Now Report "That Whereas
Root & { there is a number of People in the North part of Roadtown & Irwingshire
their Repⁿ { that have no road to Montague there appears to them a necessity of a
with { road to said Roadtown and New Salem and that the Ground will admit
the fourth { of a convenient Road to Petersham and that in Process of time it will
further { be convenient and necessary to continue the road to Petersham to accom-
Order { modate people that travel from Montague and the people westward
to Boston altho at present it appears to them not necessary to con-
tinue the road beyond New Salem - And the same Report being now
read and considered by the Court. It is Ordered that John Hawks
of Deerfield Esq^r Joseph Root of Montague gent. David Field and Joseph
Wainard of said Deerfield gentlemen and Eben^r Sheldon of Falltown
Jun^r Gent. be a Committee to lay out the road prayed for as above^d from
said Wells' ferry to the line of the Township of s^d Petersham - Which
Committee shall give reasonable Notice to all persons interested of the
time and place of their, and shall be under Oath to perform the said
Service according to their best Skill and Judgment with most conve-
nience to the Publick and least prejudice or Damage to private property
and shall also ascertain the place and course of s^d Road in the best
Way and manner they can which having done the said Committee
or the Major part of them shall make return thereof to the next Court
of

of General Sessions of the peace to be held in the County of Hampshire: after the Service is performed under their hands and Seals. And if any person be damaged in his property by the laying said Way: s^d Committee are impowered and required under oath to estimate the same and make return thereof as aforesaid. Also ordered that the Clerks of this Court serve the s^d Committee with a copy of this order &c -

Copy of y^e Pet^r & order is: Sept. 30th 1761

Warwick

The Petition of sundry of the proprietors and inhabitants of the new Roxbury Canada in said County and others humbly shews. That whereas in years past there has been abundance of travel ling from Pequogiac thro' Roxbury Canada Township to Winchester for sending Supplies to Town point and also for the conveniency of the people living in several Towns adjacent and there is great probability of their being much more travelling thro' said Roxbury Canada for the future and whereas there are no convenient roads laid out thro' said Township for travelling from town to town but the ways now travelled are very difficult and dangerous to pass, We apprehend it to be very necessary that there be a country road laid out thro' s^d Township from Pequogiac the nearest and best Way to Winchester and if it suits, by the meeting house in s^d Township to Northfield or from the middle by-way of a prop road from the country road of said Township to said meeting house and thence to said Town of Northfield or to Miller's River bridge or in such other manner as your Honors shall judge which will greatly serve the public convenience and forward the Settlement of said Township of Roxbury Canada And as in Duty bound shall ever pray &c Joseph Williams &c -

- Read, and the Prayer so far granted, that this Court order that John Hawks Esq of Deerfield Joseph Root of Montague gent. David Field and Joseph Barnard of s^d Deerfield gentlemen & Ebenezer Sheldon of Falltown Jun^r gent. shall be and hereby are appointed a Committee to view and explore the Grounds thro' which y^e Petitioners pray a road may be laid from Pequogiac in the County of Worcester to Winchester in the Province of New Hampshire and lay out a road from said Pequogiac to said Winchester in the best manner to accommodate the Public, if they shall ^{judge} it convenient and necessary for the Public to lay out such road from place to place as aforesaid. & also to view the Grounds thro' which a road may be laid in the best manner to accommodate the Public from such road aforesaid as they may lay out as afores^d to Northfield in s^d County of Hampshire. & if they shall judge a road necessary for the public, from s^d Road leading from Pequogiac to Winchester, into Northfield aforesaid, then to lay out the same, and by the Meeting House in said Roxbury Canada if they shall judge this last mentioned road will as well serve the Public there as elsewhere - Which s^d Committee are to give Seasonable Notice to all persons interested of the time and place of their meeting and shall be under oath to perform the said Service according to their best Skill and Judgment with most convenience to the Public & least Prejudice or damage to private Property and shall also ascertain the Place and Course of said Roads in the best way and manner they can which having done the s^d Committee or the major part of them shall make return thereof to the next Court of General Sessions of the peace to be

To be holden in said County after the Service is performed under their hand and Seals. And if any Person be damaged in his or her property by the laying out said Ways the said Committee are impowered & required under Oath to estimate the same and make return thereof as aforesaid and the Clerk of this Court is ordered to serve the said Committee with a copy hereof. Copy & Warrant is? 3rd of Oct: 1761

Stafffield Agents Petition & the Court Order thereon - The memorial of Israel Williams and Oliver Partridge Esq^{rs} Agents for the Town of Hatfield humbly Shews, That the Court of General Sessions of the peace some time since appointed a Committee to lay out a road from Northampton meeting house to the center of New Hingham. said Committee have unexpectedly to the Town of Hatfield laid said road about four miles across the South-westerly part of Hatfield, and said Town by their Committee have found a road from the Country road already laid out near the center of Hatfield three mile additional grant so called to the center of New Hingham which may well answer the public & the Proprietors of said New Hingham, We humbly request your Honors in behalf of said Town would appoint a Committee to explore and lay out said last mentioned road and that the report of the Committee who have laid out the road above mentioned may be suspended in the mean time. said Williams & Partridge further request your honors to give orders that the Country road may be explored from the middle of New Hingham across Westfield River and on to the Country road leading to Pittsfield. If a convenient road can there be found it will much shorten the road from Connecticut river to Pittsfield and greatly benefit the Public, and as in duty bound &c. Read & Ordered that the Committee (viz Messrs David Smith Samuel Gaylord Eleazer Nash Oliver Warner and John Eastman) last appointed to lay out a road from Northampton meeting house to the center of New Hingham be directed, under their former Order, further to consider the road they were directed to explore and lay out as aforesaid. Also that they be a Committee to view the road already laid out from the Town Street in Hatfield to Pontotuck road so called leading from Northampton, in Hatfield three mile addition so called, and alter the same if they think best, and lay it out anew - and also lay out a road from the aforesaid Pontotuck Road from near the center of the said Three mile addition to the center of the Township of New Hingham so called or near there - and from thence Westward as direct as they can westerly till they get into the road westerly of Westfield River - and consider and determine whether the Country road leading from Northampton thro' Hatfield and thence westward till the new proposed road intersects the same may be discontinued with advantage to the Public, viz the whole Length aforesaid, or if not, what part thereof may be. Which said Committee shall give reasonable Notice to all persons interested of the time and place of their meeting and shall be under oath to perform the said Service according to their best Skill & Judgment with most convenience to the public and least prejudice or damage to private Property, and shall also ascertain the place and Course of the

of the roads they may lay out pursuant to this order in the best way & manner they can which having done they the s^d Committee or the major part of them shall make return thereof to the next Court of General Sessions of the peace to be held in said County after the said Services are performed under their hands and Seals - and if any person be damaged in his or her property by the altering & laying out the Ways aforesaid the said Committee are empowered and required under Oath to estimate the same and make return thereof as aforesaid - And the Clerk of this Court is directed to serve the said Committee with a copy of this order & ^{Copy is a Warrant to the s^d Com^{rs} 21st Sept. 1761}

The humble Petition of Ephraim Kellogg of Amherst in the County of Hampshire yeoman praying that the Country road running thro' a soft & wealy piece of Ground in the Petitioner's farm he now lives upon a little Southward of a Log house that one (trap) lived in lately may be turned eastward up the hill adjacent to said wealy Ground where it will be on much better ground and not further about nor any way disserviceable to the public but much for their benefit - And that your honors would appoint a Committee to view the same and lay out or alter it as they in their prudence shall judge most conducive to the Interest of the public and all at the cost and charge of your most humble Petitioner Who in duty with Submission earnestly prays your Honors Consideration in the Premises and favourable Order thereon Ephraim Kellogg - Read, and the prayer so far granted that the Court Order. That Daniel White of Hatfield gent. Ebenezer Hunt of Northampton gent. Obadiah Dickinson gent. Samuel Smith gent. Elisha Hubbards yeoman all of said Hatfield, be a Committee the road aforesaid and the Grounds adjacent as aforesaid to view and the same road to alter and lay out anew if they judge best, wholly at the cost of y^r Petitioner. which s^d Committee are to give reasonable Notice to all persons interested of the time and place of their meeting and shall be under oath to perform the s^d Service according to their best Skill and Judgment with most Convenience to the public and least prejudice or damage to private property and shall ascertain the place and course of said road in the best way and manner they can, if they shall alter the same and lay it out anew, which having done the said Committee or the major part of them shall make return thereof to the next Court of General Sessions of the peace to be held in said County after the said Service is performed under their hands and Seals - also ordered that the Clerk of the Court serve the s^d Committee with a copy hereof. - Copy & Warrant is. Oct. 1st 1761.

E. Kellogg's Petition & the Order thereon

We the Subscribers being appointed by the Court of General Sessions of the peace in the County of Hampshire on the Second Tuesday of February anno Domini 1759. to lay out a Country road from Blanford to N^o Four and from N^o 4. to Pontoonish. Agreeable to the aforesaid Order we have laid out the above s^d Road in manner as followeth (viz) Beginning at the Country road near Blanford meeting House at a stake and Stones and run North twenty eight Degrees west twenty eight rods, to the Northeast corner of the afores^d meeting house, then North thirty Six degrees west nine rods, then north eleven Degrees west up the main Street between the fences seven hundred and thirty two rods, then West thirty eight degrees north twenty eight rods, then

Return of the Highway from Blanford to Pontoonish

High-
Way
from
Blanford
to
Pontotofuck

Then West twenty nine degrees north twenty rods, then west forty five degrees north twenty four rods, then north thirty seven degrees west twenty five rods then north twenty nine degrees west twenty seven rods, then north twenty one degrees west twenty one rods, then west eight degrees South thirty eight rods, then North forty five degrees west thirty one rods then west thirty nine degrees north twenty six rods then north twenty nine degrees west thirteen rods then north forty five degrees west twenty nine rods then West twenty seven degrees and 30 minutes north fourteen rods, then north thirty six degrees west fourteen rods then north eighteen degrees west seventeen rods then north forty five degrees west fifteen rods then west twenty degrees north sixteen rods then west one degree South thirteen rods then north thirty four degrees and thirty m West twelve rods, then N^o ten degrees west thirteen rods then north thirty degrees west thirty one rod then west twenty one degrees north thirty one rods then west thirteen degrees north twenty one rods then west twenty eight degrees and 30 mth north eighty eight rods, the line from where we first began to measure

Line of
S. West side
of High Way
Wietth
to this last mentioned Line was run on the Southwest Side of the High Way now laid out and is to be four rods wide the North-east-ward Side of said Line - Then for the better information where to lay the road best to accommodate the Public we began at Pontotofuck & brought the road down and joined to our last mentioned Line before

Road
brought
from
Pontotofuck
High Way is laid out thro Pontotofuck from Northampton between the two Southernly Tier of Settling Lots in Pontotofuck and to extend between the Ends of said Lots East twenty degrees South to the East Side of Pontotofuck then run from a Beach Tree marked with the Letter H for the center or middle of the High Way from said Beach to run South twenty seven degrees east twenty eight rods then South twenty three degrees east thirteen rods then east forty two degrees & 30 mth South eighteen rods then South thirty one degrees east ten rods then South eleven degrees east one hundred and fifteen rods then South twenty four degrees east twenty one rods then South five degrees east fifty two rods then South fifteen degrees east thirty five rods then South nine degrees east seventeen rods then South twelve degrees west twenty rods, then South two degrees and 30 mth west forty one rods then South seven degrees west fifty eight rods to a white ash mark near the Top of the mountain by the old road then South twenty six degrees east - eighteen rods then east twenty three degrees South twenty six rods then east twenty two degrees South twenty five rods then east thirty one degrees South ten rods then south thirty nine degrees east nineteen rods then east forty deg^s South nineteen rods then east twenty five degrees South twenty one rods then South forty one degrees east sixteen rods then South twenty three degrees east twenty one rods then South fifteen degrees east twelve rods then South twenty four degrees east sixteen rods then South twenty six degrees east twenty two rods then south sixteen degrees east twenty rods then South forty one degrees east twenty three rods then South sixteen degrees east thirty one rods then South twenty three degrees east fifteen rods then South thirty nine degrees east twenty one rods then South thirty seven degrees east twenty rods then South forty one degrees east sixteen rods then South twenty six degrees east sixteen rods then South thirty one degrees east twenty four rods then east forty degrees South twenty one rods then east thirty nine Degrees

degrees South fourteen rods then South sixteen degrees east thirty six rods then
east nineteen degrees South ten rods, then east forty three degrees South twenty
one rods, then South fifteen degrees east thirteen rods then South two degrees
west ten rods then South twenty two degrees east twenty four rods then South
forty four degrees east fourteen rods then South forty two degrees east eleven
rods then South forty five degrees east ten rods then east forty degrees South
twelve rods then east thirty four degrees South sixteen rods then South
forty four degrees east eleven rods then South forty one degrees east four
teen rods then South thirteen degrees east ten rods then South thirty two
degrees and 30^m east eight rods then South ten degrees east ten rods
then South fourteen degrees east fourteen rods then South fifteen deg^s
east twenty rods then South eleven degrees east fourteen rods then South
two degrees east thirteen rods then South twelve degrees east fourteen
rods then South twenty degrees east sixteen rods then South thirty
six degrees east eight rods then South forty two degrees east thirty four
rods then South twenty four degrees east ten rods then South ten deg^s
East sixteen rods then South fourteen degrees east fourteen rods then
South twenty degrees east six rods then east thirty four degrees South
eighteen rods then South forty five degrees east fourteen rods then east
forty three degrees South twelve rods then South sixteen degrees and 30^m
east twelve rods to the corner of a Grant laid out to Daniel Grainger
then South Seventeen degrees east twenty six rods then South ten degrees
east twelve rods then South three degrees west thirteen rods then South
two degrees east sixteen rods then South one degree west sixteen rods then
South four degrees east sixteen rods then South twenty eight degrees east
fourteen rods then South twenty one degrees & 30^m east fifteen rods then
South twelve degrees east twenty nine rods then South three degrees east
fifteen rods then South eighteen degrees west twenty one rods then South
fifteen degrees east twenty rods then South seven degrees east fifteen
rods then South twenty six degrees east fifteen rods then east thirty
five degrees South nine rods then east twenty two degrees South six
teen rods then South twenty two degrees east thirty rods then South
Sixteen degrees east seventeen rods then South seven degrees east twenty
four rods then South ten degrees east thirteen rods then South thirty
eight degrees east nine rods then South seven degrees and thirty min^{ts}
east seventeen rods then South thirty four degrees east seventeen rods
then east seventeen degrees South fourteen rods then east thirty two deg^s
South sixteen rods then South eighteen degrees east twenty eight rods
then South twenty degrees east twelve rods then South forty seven degrees
& 30^m east fourteen rods then South thirty one degrees east seventeen
rods then South forty four degrees east twenty four rods then South
thirty six degrees east twenty rods then South thirty degrees east fourteen
rods then South thirty three degrees east twenty rods then east nineteen
degrees South fourteen rods then South thirty one degrees east twelve
rods then South thirty six degrees east twelve rods then east thirty seven
degrees South fifteen rods then South forty three degrees east eleven rods
then east forty one degrees South thirteen rods, then South thirty two deg^s
east eleven rods then South forty three degrees and 30^m east ten rods
then South one degree west fifteen rods then South ten degrees east thirteen
rods then South twenty seven degrees east fourteen rods then South thirty
nine

Road from Pontorubbio
 Contin. 2

nine degrees and 30 mth east fourteen rods, then South forty four degrees east twelve rods then south thirty degrees east sixteen rods then South thirty nine degrees east twelve rods then south thirty seven degrees east twelve rods then South thirty two degrees east twelve rods then South thirty six deg^s east eighteen rods then South forty five degrees east fourteen rods then S^o twenty three degrees east twelve rods then South thirty one degrees east eighteen rods to the place called the Cat Troughs. then South seventeen degrees east twelve rods then south three degrees east twenty rods then South thirty five degrees east twenty one rods then east eighteen deg^s South fourteen rods then east twenty eight degrees South ten rods then East eleven degrees south fourteen rods then east three degrees north eleven rods then east thirty one degrees South twenty rods then east forty degrees South nineteen rods then South thirteen Degrees east sixteen rods then south seven degrees and 30 mth East seventeen rods then South one degree east fourteen rods then South seven degrees east twelve rods then South nineteen degrees east nine rods then South fourteen degrees and thirty mth east twelve rods then south thirty three degrees east eleven rods then South twenty two degrees east nine rods then South thirty four deg^s east ten rods then east twenty five degrees south eighteen rods then South forty one degrees east twenty one rods then south thirty two deg^s east thirteen rods then east forty one degrees South eighteen rods then South thirty nine degrees east fourteen rods then South sixteen degrees east twelve rods then east thirty eight degrees and thirty mth South fourteen rods then South twenty degrees and 30 mth east fourteen rods then East forty degrees South sixteen rods then south twenty seven degrees and 30 mth east seventeen rods then east forty three deg^s South nineteen rods then South twenty five degrees east fifteen rods then South forty degrees and 30 mth east twenty four rods then South thirteen degrees and 30 mth east twelve rods then South twenty seven degrees east fourteen rods then South forty one degrees & 30 mth east seven rods then East forty degrees South seven rods then South one deg^s west six rods then East thirty six degrees South nine rods across y^e second branch so called then east thirty nine degrees south twelve rods then east twenty seven degrees and 30 mth South seven rods here we left the old road to go over the first branch and so on between the ponds running east twenty one degrees south six rods then South five degrees east eighteen rods then South one degree and 30 mth east twelve rods then South two degrees east fifteen rods then South fourteen degrees east thirteen rods then South eight degrees east thirteen rods then south eleven degrees west nine rods then South twelve degrees east twelve rods then south two deg^s east eleven rods then South twenty one degrees east eleven rods then South twenty five degrees east twelve rods then south fifteen degrees east eighteen rods then south nineteen degrees east twenty one rods then South twenty one degrees and 30 mth east thirteen rods then S^o Seventeen degrees and 30 mth east fifteen rods then South eighteen deg^s east seventeen rods then South seventeen degrees east nine rods then South six degrees and 30 mth East seventeen rods then south six degrees east seventeen rods then South ten degrees east eleven rods then South eight degrees east twenty rods then South three degrees east thirty nine rods then South five degrees west fifteen rods then South eighteen rods then South 30 mth east nine rods - then

then South nine degrees west eighteen rods then south fifteen degrees east
eleven rods then South thirty two degrees east twelve rods then South } Roads
thirty degrees and 30 m^{ts} east thirteen rods then South forty three deg^s } Contin^d.
east eleven rods to the South side of the first branch in number four
then east thirty seven degrees South eleven rods then South sixteen
degrees east fourteen rods then South Seventeen degrees and 30 m^{ts}
east seven rods then east forty one degrees South twelve rods then
east thirty seven degrees South fourteen rods then South thirty
seven degrees east fourteen rods then South eighteen degrees east
six rods then east thirteen degrees South nine rods then east nine
degrees South twenty three rods then east twenty degrees South
ten rods then east thirty nine degrees South seventeen rods then
east forty two degrees South twenty one rods then South forty three degrees
east twenty four rods then South forty three degrees and 30 m^{ts} east nineteen rods then
South thirty nine degrees east seventeen rods then east thirty Six degrees south
Sixteen rods then east forty three degrees and 30 m^{ts} South sixteen rods then
South forty three degrees and 30 m^{ts} east fourteen rods then east forty degrees
South fourteen rods then South forty three degrees east fourteen rods then
South twenty eight degrees and 30 m^{ts} east seventeen rods then South
twenty nine degrees east fifteen rods then south twenty degrees east
twenty two rods to a hard maple tree two rods east of Henry Walher's
N^west corner then South nine degrees west seventy eight rods between
Arnos Kingsley's Lot and Henry Walher's Lot then South two degrees east
twenty rods then South Seventeen rods then South twenty one degrees east
Seventeen rods then east forty one degrees and 30 m^{ts} South twelve rods
then South three degrees east twenty Six rods then South twelve degrees east
Seventeen rods then South twenty eight degrees east twenty rods then S^e
eleven degrees east twenty two rods then South eleven degrees west twenty
six rods then South twenty one degrees west twenty two rods then South
fourteen degrees west twenty rods then South Six degrees east seventeen
rods then South twelve degrees east seventeen rods then South thirty four degrees
and 30 m^{ts} east thirty two rods then South fifteen degrees east twenty rods then
South three degrees east Sixteen rods then South eight degrees east twenty
one rods comes against Mr. Martins house then South eight degrees west
twenty nine rods then east thirty m^{ts} South thirteen rods then east eight
degrees South twelve rods then East fourteen degrees north sixteen rods then
east twenty rods then east four degrees north eight rods then east thirty
nine degrees South ten rods then east twelve degrees & 30 m^{ts} South seven
teen rods then east twenty three degrees South eight rods then South thirty
three degrees east twenty three rods (about the middle of the last twenty
three rods is the meeting house place of N. L.) then South two degrees east
twenty one rods then South twenty one degrees east eighteen rods then S^e
seven degrees and 30 m^{ts} east twenty three rods then South Sixteen degrees east
eighteen rods then east thirty nine degrees South thirty three rods to stake
and Stone in the path about three rods South of Jon^d Wadson's house then
South thirty degrees and 30 m^{ts} east Sixty two rods then South ten degrees
east fifteen rods to black Birch Stub. then South fourteen degrees east twenty
four rods then South twenty eight degrees east fifty four rods to Black birch
in the Street South of Reuben Ely's house then South ten degrees east eigh-
teen rods then South twenty two degrees and 30 m^{ts} east thirteen rods then
South fourteen degrees and 30 m^{ts} east thirteen rods then South twelve degrees
East

Road } East twenty four rods then South twenty six rods then South twenty three degrees
 From } East seventeen rods then South twenty four degrees east eighteen rods then
 Pontopush } South thirteen degrees and 30 m^{ts} twenty rods then South eleven degrees east
 (yitten) } fifteen rods then South nine degrees east fifteen rods then South twelve degrees
 and 30 m^{ts} west twenty rods then South nine degrees and 30 m^{ts} East twenty two
 rods then South twenty degrees & 30 m^{ts} twenty five rods (over Walker's mill
 brook so called at the bridge some call it Chandler's brook then South one degree
 & 30 m^{ts} west twenty four rods then South four degrees east seven rods to a
 Hemlock in the Line of the Township of N. Four then South eighteen deg.
 east twenty five rods then South seventeen degrees east twenty three rods
 then South thirty two degrees east sixteen rods then South twenty three deg.
 east fourteen rods then South twenty three degrees and 30 m^{ts} east thirty
 three rods then South nineteen degrees east eleven rods then South thirty
 eight degrees east twenty eight rods across a lawsey then South forty two
 degrees and 30 m^{ts} east seventeen rods then South thirty eight degrees east
 twenty two rods then South thirty six degrees and 30 m^{ts} east twenty three
 rods then South thirty eight degrees and 30 m^{ts} east fifteen rods then S.
 thirty eight degrees east eight rods then east twenty two degrees South
 twelve rods to a Beach where the road turns off for Walker's mill then South
 twenty three degrees east twelve rods then South thirty six degrees east six-
 teen rods then South twenty eight degrees and 30 m^{ts} east ten rods to blanket
 Camp bridge then South eleven degrees east eighteen rods then South two
 degrees and 30 m^{ts} east ten rods then South forty four degrees east twenty three
 rods then East thirty three degrees and 30 m^{ts} South sixteen rods then East twenty
 three degrees and 30 m^{ts} South twenty one rods then South thirty one degrees
 east twenty six rods then east twenty two degrees South seven rods then South
 thirty nine degrees east eight rods to a hemlock Tree the side of small lawsey
 then South nineteen degrees east seventeen rods then South forty two degrees &
 30 m^{ts} east fifteen rods then east thirty eight degrees South fifteen rods then east
 thirty six degrees South fifteen rods then east twenty two degrees South four-
 teen rods then east twenty one degrees South fourteen rods then East thirty
 seven degrees and 30 m^{ts} South seventeen rods then East thirty four degrees
 South fifteen rods then East thirty five degrees and 30 m^{ts} South sixteen rods
 then east thirty five degrees South twenty three rods then east thirty degrees
 South ten rods then South six degrees east sixteen Rods then South nine
 degrees east sixteen rods then South seventeen degrees east fourteen rods then
 East twenty eight degrees South eleven rods then South thirty eight degrees East
 thirteen rods then South thirty one degrees east thirteen rods then South thirty
 six degrees East ten rods then east twenty one degrees & 30 m^{ts} South nine
 rods then South twenty Seven degrees east fourteen rods then South forty
 one degrees and 30 m^{ts} east nine rods then South forty two degrees and 30 m^{ts}
 east eleven rods then South twenty nine degrees and 30 m^{ts} east thirteen rods
 then South forty one degrees east fourteen rods then east twenty degrees &
 30 m^{ts} South twelve rods then east five degrees South seven rods then east
 twenty six degrees and 30 m^{ts} South six rods then East fifteen degrees North
 thirteen rods then east thirty Seven degrees North six rods then East four deg.
 and 30 m^{ts} South fifteen rods then East twenty six degrees South six rods then
 east forty four degrees South seventeen rods then East twenty six degrees S.
 forty two rods then South thirty seven degrees East eight rods then east ten
 degrees South sixteen rods then East eight degrees North eighteen rods then east
 six degrees South fourteen rods then East thirty degrees North thirteen rods then

then North forty five degrees east Six rods then east two degrees and 30 m^{ts} north eleven rods then east nineteen degrees South eleven rods then east ten degrees south fourteen rods then east Six degrees and 30 m^{ts} South fifteen rods then South thirty four degrees east twelve rods then east twenty Seven degrees South fifteen rods then East thirty three degrees and 30 m^{ts} South twenty eight rods then east nine degrees north eleven rods then east nineteen degrees South twelve rods then South forty three degrees east thirteen rods then South seventeen degrees east nine rods then South thirty four degrees east fifteen rods then South one degree west thirty Six rods then South thirty two degrees and 30 m^{ts} east fourteen rods then East twenty degrees South twelve rods then east fifteen degrees South eight rods then South Seven degrees and 30 m^{ts} east twelve rods then S^c thirty three degrees west sixteen rods then South ten degrees west ten rods then east forty two degrees South eight rods then East thirty nine degrees South eleven rods then South twenty five degrees east twelve rods then East forty two degrees and 30 m^{ts} South fifteen rods then east thirty eight degrees and 30 m^{ts} South thirteen rods then east twenty five degrees South fourteen rods then east twenty Six degrees South nine rods then east forty degrees South twenty rods then South fifteen degrees east twelve rods then South forty four degrees and 30 m^{ts} east seventeen rods then east four degrees South twelve rods then east Six degrees South twelve rods then east forty one degrees and 30 m^{ts} South nine rods then East forty four degrees South sixteen rods then South forty four degrees east twelve rods then South thirty two degrees east thirteen rods then east twenty nine degrees South eleven rods then East thirty degrees South eight rods then east one degree South across the long lumpy eighteen rods then east fourteen degrees South seven rods then East thirty two degrees South fourteen rods then East thirteen degrees South sixteen rods then east sixteen degrees South twenty two rods then east thirteen degrees north eighteen rods then East six degrees and 30 m^{ts} north twenty one rods then East fourteen degrees South twelve rods then east one degree north nineteen rods then East seventeen degrees South sixteen rods then east eleven degrees north ten rods then east thirteen degrees north nine rods then East ten degrees South four rods to the center of the four-rod road mentioned at first from Blanford meeting house up to this place where we closed the said Roads and from pontoofook down to the place we joined we marked said Road in the Center of the same from tree to tree with the Letter H and we determined to have the aforesaid High Way four rods wide through the whole Way Width. Notification being posted in the several Town concerned and we being sworn to the faithful discharge of the Trust agreeable to the Order of the Court before mentioned the above road was surveyed and marked out by us may 26: 1760. whereunto we have set our hands and Seal -

Benja Day & Seal

Ebenezer Hitchcock & Seal

Timothy Hopkins & Seal. Luke Hitchcock 2^d & Seal

The foregoing Return was originally made and presented to the Court at their Session on the last Tuesday of August 1760 and the Consideration thereof has been referred from Term to Term to the present Session - and now the Court having heard and considered the same do accept it, and the way described therein is allowed, And it is Ordered that the afores^d Return be recorded in the Records of the Court and the Ways therein described as aforesaid be hereafter known as High Ways or -

252. Tea Coffee &c^a

Japheth Chapin of Springfield is licensed by the Court to sell Tea Coffee & China Ware the year next ensuing - & he recognizes to our sovereign Lord the King in the Sum of £20 with sufficient Sureties viz Cornelius Jones and Nath^l Dwight gentlemen in the Sum of £10 each for his s^d Japheth, keeping & rendering the amounts and paying the Duties by Law required &c -

Jonathan Ashley Jun^r of Deerfield gent. is licensed by the Court to sell Tea Coffee and China Ware the year next ensuing - & Daniel Jones gent. on behalf of said Jonathan before this Court recognizes to our sovereign Lord the King as principal in the Sum of £20 with sufficient Sureties viz Moses Blip Jun^r & Timothy Danielson Gentlemen in the Sum of £10 each for his s^d Jonathan's keeping and rendering the amounts & paying the Duties by Law required &c -

Bildad Fowler of Westfield is licensed by the Court to sell Tea Coffee & China Ware the year next ensuing - & He recognizes to the King as principal in the Sum of £20. with sufficient Sureties viz Luke Blip and Jacob White gentlemen in the Sum of £10 each for his said Bildad's keeping and rendering the amounts and paying the Duties by Law required

William Scott Jun^r of Palmer gent. is licensed by the Court to sell tea Coffee and China Ware the year next ensuing - & He recognizes to our sovereign Lord the King as principal in the Sum of £20 with sufficient Sureties viz Samuel Blodget Physician and Joseph Burt yeoman in the Sum of £10 each for s^d William's keeping & rendering the amounts & paying of Duties by Law required.

Samuel Blodget of Sunderland Physician is licensed by the Court to sell tea Coffee & China Ware the year next ensuing and He recognizes to our sovereign Lord the King in the Sum of £20 with sufficient Sureties viz William Scott Jun^r gent. & Joseph Burt yeoman in the Sum of £10. each for his s^d Samuel's keeping & rendering the amounts & paying the Duties by Law required

Joseph Burt of Northfield yeoman is licensed by the Court to sell tea Coffee and China Ware the year next ensuing - & He recognizes to our sovereign Lord the King as principal in the Sum of £20. with sufficient Sureties viz W^m Scott Jun^r gent. & Sam^l Blodget Physician in the Sum of £10. each for his s^d Joseph's keeping & rendering the amounts & paying the Duties by Law required

Elisha Parks of Westfield gent. is licensed by the Court to sell tea Coffee & China Ware for the year next ensuing - & John Worthington Esq^r w^m before the Court & recognizes to our sovereign Lord the King as principal on behalf of s^d Elisha in the Sum of £20 with sufficient Sureties viz Cornelius Jones & Elisha Porter gentlemen in the Sum of £10 each for his s^d Parks's keeping & rendering the amounts & paying the Duties by Law required

Eleazer Porter of Hadley Esq^r is licensed by the Court to sell tea Coffee & China Ware the year next ensuing - Who recognizes to our sovereign Lord the King as principal in the Sum of £20 with sufficient Sureties viz Daniel Jones & Elisha Porter gentlemen in the Sum of £10 each for his s^d Eleazer's keeping & rendering the amounts and paying the Duties by Law required -

John Moreley of Westfield gent. is licensed by the Court to sell tea Coffee and China Ware the year next ensuing - & He recognizes to our sovereign Lord the King as principal in the Sum of £20 with sufficient Sureties viz Luke Blip Gent. & Daniel Fowler yeoman in the Sum of £10 each for his s^d John's keeping & rendering the amounts & paying the Duties by Law required

Ueazer Burt of Northampton is licenced by the Court to sell tea Coffee and China Ware the year next ensuing - & Selah Wright of Northampton yeoman comes into Court and recognizes to our Sovereign Lord the King as principal on behalf of s^r Ueazer Burt in the Sum of £20 with sufficient sureties viz Obadiah Dickinson gent. and Jeremiah Snow yeoman in the Sum £10 each for s^r Ueazer's keeping and rendering the amounts and paying the Duties the Law requires —

George Dymon of Springfield gent. is licenced by the Court to sell tea Coffee and China Ware the year next ensuing - & he recognizes to our sovereign Lord the King as principal in the Sum of £20 with sufficient sureties viz Jeremiah Snow & Thomas Colton in the Sum of £10 each for his said George's keeping and rendering the amounts and paying the Duties by Law required —

George Dymon Jun^r of — is licenced by the Court to sell tea Coffee & China Ware the year next ensuing - & George Dymon Gent. comes into Court & recognizes to our Sovereign Lord the King as principal on behalf of s^r George Dymon Jun^r in the Sum of £20 with sufficient sureties viz Jeremiah Snow and Thomas Colton in the Sum of £10 each for his said George Dymon Junior's keeping and rendering the amounts and paying the Duties by Law required —

Mess^{rs} John & Justin Ely are licenced by the Court to sell tea Coffee and China Ware the year next ensuing - & the said Justin recognizes before the Court to our Sovereign Lord the King in the Sum of £20 on behalf of s^r John as well as for himself with sufficient sureties viz John Phelps and Mark Hopkins gentlemen in the Sum of £10 for said John and Justin Ely their rendering the amounts and paying the Duties the Law requires —

Eliphalet Leonard of Springfield gent. is licenced by the Court to sell tea Coffee and China Ware the year next ensuing - & Justin Ely gent. comes into Court & recognizes to our sovereign Lord the King as principal on behalf of s^r Eliphalet in the Sum of £20 with sufficient sureties viz John Phelps and Mark Hopkins gentlemen in the Sum of £10 each for his s^r Eliphalet's keeping & rendering the amounts and paying the Duties by Law required —

Elijah Williams Esq is licenced by the Court to sell Tea Coffee and China Ware the year next ensuing and He recognizes to our sovereign Lord the King as principal in the Sum of £20 with sufficient sureties viz Cornelius Jones Gent. and Robert Harris yeoman in the sum of £10 each for the s^r Elijah's keeping and rendering the amounts and paying the Duties by Law required.

Azariah Cooley of Brimfield yeoman is licenced by the Court to sell tea Coffee and China Ware the year next ensuing & He recognizes to our Sovereign Lord the King as principal in the Sum of £20 with sufficient sureties viz Cornelius Jones and Tim^l Danielson Gentlemen in the Sum of £10 each for his s^r Azariah's keeping & rendering the amounts and paying the Duties by Law required —

Jonathan Bliss of Springfield Physician is licenced by the Court to sell tea Coffee & China Ware the year next ensuing - & Moses Bliss yeoman comes before the Court & recognizes to our sovereign Lord the King as principal on behalf of s^r Jonathan in the Sum of £20. with sufficient sureties viz Luke Bliss & Cornelius Jones gentlemen in the sum of £10 each for the s^r Jonathan's keeping and rendering the amounts & paying the duties by Law required —

Luke Bliss of Springfield gent. is licenced by the Court to sell tea Coffee and China Ware the year next ensuing - & he recognizes to our sovereign Lord the King in the Sum of £20 with sufficient sureties viz Cornelius Jones & Moses Bliss Jun^r gentlemen in the Sum of £10 each for s^r Luke's keeping & rendering the amounts and paying the Duties by Law required —

Ezra Barker of — is licensed by the Court to sell tea Coffee and China Ware
 the year ensuing & George Dymon of Springfield gent. comes into Court and
 recognizes to our sovereign Lord the King as principal on the behalf of said
 Ezra in the Sum of £20 with sufficient Sureties viz Cornelius Jones &
 Moses Blip the 2^d Gentlemen in the Sum of £10 each for the 1st Ezra's keep-
 ing and rendering the accounts and paying the duties by Law required.

Benjamin Leonard Jun^r of Springfield is licensed by the Court to sell Tea Coffee
 and China Ware the year next ensuing. & George Dymon gent. comes into
 Court & recognizes to our sovereign Lord the King as principal on behalf of said
 Benjamin in the Sum of £20 with sufficient Sureties viz Cornelius Jones &
 Moses Blip if 2^d Gentlemen in the Sum of £10 each for Benjamin's keeping
 & rendering the accounts and paying the Duties by Law required.

Elijah Alvord of South-Hadley yeoman is licensed by the Court to sell tea
 Coffee and China Ware the year ensuing & Cornelius Jones gent. comes into
 Court & recognizes to our sovereign Lord the King as principal on behalf of
 said Elijah in the Sum of £20 with sufficient Sureties viz Luke Blip &
 Moses Blip if 2^d in the Sum of £10 each for said Elijah's keeping & rendering
 the accounts and paying the Duties by Law required.

Samuel Colton Jun^r of Springfield yeoman is licensed by the Court to sell
 tea Coffee & China Ware the year next ensuing & he recognizes to our sovereign
 Lord the King in the Sum of £20 with sufficient Sureties viz Jon^l Worthington
 and Moses Blip the first yeomen in the Sum of £10 each for Samuel's
 keeping & rendering the accounts & paying the Duties by Law required.

Inn holders & Retailers

Moses Marsh of Hadley gent. is licensed by the Court to be an Inn-holder Re-
 tailer & Common Victualler in his house there the year ensuing & he recog-
 nizes to the King in the Sum of £10 with Sureties viz Nath^l Pease & Zauheus
 Crocker gent. in the Sum of £5 each to good rule and order in his house and duly
 to observe the Laws made for regulation of such houses & also recognizes in if
 Sum of £50 with the same Sureties in £25 each to keep and render if accounts
 and pay the duties by Law required.

Nathaniel Pease of Mansford gent. is licensed by the Court to be an Inn-
 holder Retailer and Common Victualler in his house there the year ensuing &
 he recognizes to our Sovereign Lord the King as principal in the Sum of £10 with
 Sureties viz Moses Marsh & Zauheus Crocker gentlemen in the Sum of £5 each
 to keep good rule & order in his house & duly to observe the Laws made for regulation
 of such houses & also recognizes in the Sum of £50 with the same Sureties in
 £25 each to keep and render the accounts & pay the duties by Law required.

Zauheus Crocker of Shutesbury gent. is licensed by the Court to be an Inn-
 holder Retailer and Common Victualler in his house there the year ensuing
 and he recognizes to the King in the Sum of £10 with Sureties viz Moses
 Marsh & Nathaniel Pease gent. in the Sum of £5 each to keep good rule
 and order in his house & duly to observe the Laws made for regulation of
 such houses & also recognizes to the King in the Sum of £50 with if same
 Sureties in £25 each to keep & render the accounts & pay if duties by Law required.

John Ingersoll of Westfield gent. is licensed to be an Inn-holder Retailer
 and Common Victualler in his house there the year next ensuing & he recog-
 nizes to the King in the Sum of £10 with Sureties viz Aaron Parsons and
 Thomas Dick yeomen in the Sum of £5 each to keep good rule & order in his
 house

house and duly to observe the Laws made for regulation of such houses and also recognizes in the Sum of £50 with the same Sureties in £25 each to keep & render the amounts and pay the duties by Law required —

Aaron Parsons of Springfield yeoman is licenced by the Court to be an Innholder Retailer & Common Victualler in his house there the year ensuing & he recognizes to the King in the Sum of £10 with Sureties viz J^r. J^rgerfoll gent. & Thomas Dirks yeoman in £5 each to keep good rule and order in his house & duly to observe the Laws made for regulation of such houses & also recognizes in the Sum of £50 with the same Sureties in £25 each to keep and render the amounts and pay the duties by Law required —

Thomas Dirk of Pelham yeoman is licenced by the Court to be an Innholder Retailer & Common Victualler the year next ensuing where he now dwells. & he recognizes to the King in the Sum of £10 with Sureties viz J^r. J^rgerfoll gent. and Aaron Parson yeoman in £5 each to keep good rule & order in his house & duly to observe the Laws made for regulation of such houses & also recognizes in the Sum of £50 with the same Sureties in £25 each to keep and render the amounts & pay the duties by Law required —

Jonathan Clap of Northampton gent is licenced by the Court to be an Innholder Retailer & Common Victualler in his house there the year next ensuing - and he recognizes to the King in the Sum of £10 with Sureties viz William Lyman gent. and Elias Lyman yeoman in the Sum of £5 each to keep good rule and order in his house & duly to observe the Laws made for regulation of such houses. & also recognizes in the Sum of £50. with y^e same Sureties in £25 each to keep and render the amounts and pay the duties by Law required —

William Lyman of Northampton gent is licenced by the Court to be an Innholder Retailer & Common Victualler in his house there the year next ensuing - and he recognizes to the King in the Sum of £10 with Sureties viz Jonathan Clap & Elias Lyman in £5 each to keep good rule and order in his house and duly to observe the Laws made for regulation of such houses - and also recognizes to the king in y^e Sum of £50 with the same Sureties in in £25 each to keep and render the amounts & pay the Duties by Law required.

Elias Lyman of Northampton is licenced by the Court to be an Innholder Retailer and Common Victualler in his house there the year ensuing - and he recognizes to the king in the Sum of £10. with Sureties viz William Lyman and Jonathan Clap gentlemen in the Sum of £5 each to keep good rule & order in his house & duly to observe the Laws made for regulation of such houses - and also recognizes in the Sum of £50. with the same Sureties in £25 each to keep and render the amounts and pay the duties by Law required —

William Shaw of Palmer yeoman is licenced by the Court to be an Innholder Retailer & Common Victualler in his house there the year next ensuing - and he recognizes to the King in the sum of £10. with Sureties viz John Knox & John Barber yeoman in £5 each to keep good rule and order in his house & duly to observe the Laws made for regulation of such houses & also recognizes in the Sum of £50 with the same Sureties in the Sum of £25 each to keep and render the amounts and pay the duties by Law required.

John Knox of Blanford yeoman is licenced by the Court to be an Innholder Retailer & Common Victualler in his house there the year next ensuing - and he recognizes to the king in the Sum of £10 with Sureties viz William Shaw and

and John Barber yeoman in the sum of £5 each to keep good rule and order in his house and duly to observe the Laws made for regulation of such houses - and also recognizes in the Sum of £50 with the same Sureties in £25 each to keep and render the accounts & pay the duties by Law required -

John Barber } John Barber of Westfield yeoman is licensed by the Court to be an Innholder Retailer & Common Victualler in his house there the year ensuing and he recognizes to the King in the Sum of £10 with Sureties viz Wm Shaw & John Knox yeomen in the Sum of £5 each to keep good rule and order in his house and duly to observe the Laws made for regulation of such houses - & also recognizes in the Sum of £50 with the same Sureties in £25 each to keep and render the accounts and pay the duties by Law required -

Abel Chapin } Abel Chapin of Springfield gent. is licensed by the Court to be an Innholder Retailer and Common Victualler in his house there the year ensuing - And he recognizes to the King in the Sum of £10 with Sureties viz Ebenezer Pomroy of Hadley and Levi Ely yeomen in the sum of £5 each to keep good rule and order in his house & duly to observe the Laws made for regulation of such houses - & also recognizes in the Sum of £50 with the same sureties in £25 each to keep and render of accounts & pay the duties by Law required -

Ebenezer Pomroy } Ebenezer Pomroy of Hadley yeoman is licensed by the Court to be an Innholder Retailer & Common Victualler the year ensuing in his house there - and he recognizes to the King in the sum of £10 with Sureties viz Abel Chapin and Levi Ely in the Sum of £5 each to keep good rule and order in his house and duly to observe the Laws made for regulation of such houses - and also recognizes in this Sum of £50. with the same Sureties in £25 each to keep and render the accounts and pay the duties by Law required -

Levi Ely } Levi Ely of Springfield yeoman is licensed by the Court to be an Innholder Retailer and Common Victualler the year ensuing in the house he dwells in - He recognizes to the King in the Sum of £10 with Sureties viz Abel Chapin & Ebenezer Pomroy of Hadley in the Sum of £5 each to keep good rule & order in his house & duly to observe the Laws made for regulation of such houses - & also recognizes in the Sum of £50. with the same Sureties in £25 each to keep & render the accounts and pay the duties by Law required -

John Lyman } John Lyman of Northampton yeoman is licensed by the Court to be a Retailer of spirituous Liquors of his own manufacturing only out of the house he dwells in there to be spent out of doors only the year ensuing - & he recognizes to the King in the Sum of £10 with Sureties viz Elisha Parks gent. & Matthew Blair yeoman in the Sum of £5 each to keep good rule and order in his house & duly to observe the Laws respecting persons licensed to sell out of door only - & also recognizes in the Sum of £50 with the same Sureties in £25 each to keep and render the accounts & pay the duties by Law required -

Elisha Parks } Elisha Parks of Westfield gent. is licensed by the Court to be a Retailer of spirituous Liquors out of his house there to be spent out of doors the year ensuing - & he recognizes to the King in the Sum of £10 with Sureties viz John Lyman of Northampton & Matthew Blair in the sum of £5 each to keep good rule and order in his house & duly to observe the Laws respecting persons licensed to sell out of door only - & also recognizes in the Sum of £50 with the same Sureties in £25 each to keep & render the accounts & pay the duties by Law required -

Matthew Blair } Matthew Blair of Blanford yeoman is licensed by the Court to be a Retailer of spirituous Liquors out of his dwelling house there to be spent out of doors of year ensuing -

ensuing - & he recognizes to the king in the Sum of £10. with Sureties viz John Symon and Elitha Parks above named in £5 each to keep good rule and order in his house and duly to observe the Law respecting persons licenced to sell out of door only - & also recognizes in the sum of £50. with the same Sureties in £25 each to keep and render the amounts and pay y^e duties by Law requir'd -

James Cook of New Salem yeoman is licenced by the Court to be an Innholder Retailer & Common Victualler in his house there the year ensuing & he recognizes to the King in the Sum of £10 with Sureties viz Moses Warner and John Downing yeomen in the sum of £5 each to keep good rule and order in his house and duly to observe the Law made for regulation of such houses - & he also recognizes in the Sum of £50 with y^e same sureties in £25 each to keep and render the amounts & pay the duties by Law required.

Moses Warner of Amhent yeoman is licenced by the Court to be an Innholder Retailer & Common Victualler in the house he dwells in there y^e year ensuing and he recognizes to the king in the Sum of £10. with Sureties viz James Cooke & John Downing in the Sum of £5 each to keep good rule & order in his house and duly to observe the Law made for regulation of such houses - & also recognizes in the Sum of £50 with the same Sureties in £25 each to keep & render the amounts & pay the duties by Law required

John Downing of Ware River yeoman is licenced by the Court to be an Innholder Retailer & Common Victualler in the house where he dwells the year ensuing & he recognizes to the king in the Sum of £10 with Sureties viz James Cooke & Moses Warner above named in the Sum of £5 each to keep good rule and order in his house & duly to observe the Law made for regulation of such houses - and he also recognizes in the Sum of £50 with the same sureties in the Sum of £25 each to keep and render the amounts & pay the duties by Law required

Jeremiah Powers of Greenwich gent is licenced by the Court to be an Innholder Retailer & Common Victualler in his house there the year next ensuing - And he recognizes to the king in the Sum of £10 with Sureties viz Tilly Rice & John Kellogg yeomen in the Sum of £5 each to keep good rule and order in his house & duly to observe the Laws made for regulation of such houses - & also recognizes in the Sum of £50 with the same Sureties in the Sum of £25 each to keep and render the amounts & pay the duties by Law required

Tilly Rice of Springfield is licenced by the Court to be an Innholder Retailer & Common Victualler in the house he now dwells in there the year ensuing & he recognizes to the king in the Sum of £10 with Sureties viz Jerem^h Powers & John Kellogg above in the Sum of £5 each to keep good rule & order in his house & duly to observe the Law made for regulation of such houses - and also recognizes in the Sum of £50 with the same Sureties in y^e Sum of £25 each to keep & render the amounts & pay the duties by Law required

John Kellogg of Hadley yeoman is licenced by the Court to be an Innholder Retailer and Common Victualler in the house he dwells in there the year ensuing & he recognizes to our sovereign Lord the King in the Sum of £10 with Sureties viz Jeremiah Powers & Tilly Rice above named in the Sum of £5 each to keep good rule and order in his house and duly to observe the Law made for regulation of such houses & also recognizes to the King in the Sum of £50 with the same Sureties in the Sum of £25 each to keep and render the amounts and pay the duties by Law required

255. Ezra Strong of Westfield yeoman is licenced by the Court to be a retailer of spirituous Liquors out of his dwelling house there to be spent out of Doors the year ensuing - And he recognizes to the King in the Sum of £10 with Sureties viz Benjamin Leonard Junr and Azariah Moseley yeomen in the Sum of £5 each to keep good rule and order in his house & duly to observe the Laws made for regulation of such houses & also recognizes in the Sum of £50 with the same Sureties in £25 each to keep and render the Amounts & pay the Duties by Law required -

Benjamin Leonard Junr of Springfield yeoman is licenced to be a retailer of spirituous Liquors out of his dwelling house there to be spent out of Doors the year ensuing & he recognizes to the King in the Sum of £10 with Sureties viz Ezra Strong and Azariah Moseley yeomen in the Sum of £5 each to keep good rule & order in his house & duly to observe the Laws respecting persons licenced to sell out of door only & also recognizes in the Sum of £50. with the same sureties in £25 each to keep & render the amounts & pay the duties by Law required

Azariah Moseley of Westfield yeoman is licenced by the Court to be a retailer of spirituous Liquors of his own manufacturing only out of his dwelling house there to be spent out of Doors the year ensuing - & he recognizes to our Sovereign Lord the King in the Sum of £10 with Sureties viz Ezra Strong & Benjamin Leonard Junr above named in the Sum of £5 each to keep good rule & order in his house & duly to observe the Laws respecting persons licenced to sell out of door only & also recognizes in the Sum of £50 with the same Sureties in £25 each to keep & render the Amounts and pay the duties by Law required.

Alexander Smith of Amherst yeoman is licenced by the Court to be an Innholder Retailer & Common Victualler in his house there the year next ensuing & he recognizes to the King in the Sum of £10. with Sureties viz Ezra Clap and Samuel Wells gentlemen in the Sum of £5 each to keep good rule and order in his house and duly to observe the Laws made for regulation of such houses - and also recognizes in the Sum of £50 with the same Sureties in £25 each to keep & render the amounts and pay the duties by Law required.

Ezra Clap of Westfield gent. is licenced by the Court to be an Innholder Retailer & Common Victualler in the house where he dwells there the year ensuing & he recognizes to the King in the Sum of £10. with Sureties viz Sam^l Wells gent. & Alexander Smith yeoman in the Sum of £5 each to keep good rule and order in his house & duly to observe the Laws made for regulation of such houses - & also recognizes to y^e King in the Sum of £50. with the same sureties in £25 each to keep and render the amounts and pay the duties by Law required -

Samuel Wells of Deerfield gent. is licenced by the Court to be an Innholder Retailer & Common Victualler in his house there the year ensuing & he recognizes to the King in the Sum of £10 with Sureties viz Ezra Clap & Alexander Smith in the Sum of £5 each to keep good rule and order in his house and duly to observe the Laws made for regulation of such houses - & also recognizes to y^e King in the Sum of £50 with the same Sureties in the sum of £25 each to keep & render the amounts & pay the duties by Law required -

Nathan Trary of Deerfield yeoman is licenced by the Court to be an Innholder Retailer & Common Victualler in his house there the year ensuing - & Sam^l Wells of D^r Deerfield gent. comes into Court & recognizes to our sovereign Lord the King on y^e behalf of S^r Nathan as principal in the Sum of £10. with Sureties viz David Billings & John Clary yeomen in £5 each for S^r Nathan's keeping good rule and order in his house and duly observing the Laws made for regulation of such houses & also recognizes as principal on behalf of S^r Nathan in y^e Sum of £50 with y^e same Sureties in £25 each for S^r Nathan's keeping & rendering y^e Amounts & paying the duties by Law required.

Othniel Taylor of Charlemont yeoman is licenced by the Court to be an Inn-holder Retailer & Common Victualler in the house he dwells in there the year ensuing. & Samuel Wells gent. comes into Court and on behalf of S^r Taylor recognizes to our Lord the King as principal in the Sum of £10 with Sureties viz David Billing & John Clary yeomen in the Sum of £5 each for S^r Taylor's keeping good rule & order in his house & his duly observing the Laws made for regulation of such houses & also recognizes as principal on behalf of S^r Taylor in the Sum of £50 with the same Sureties in the Sum of £25 each for said Taylor's keeping and rendering the accounts and paying the duties by Law required.

David Field of deerfield gent. is licenced by the Court to be a Retailer of spirituous Liquors out of his dwelling house there to be spent out of doors y^e year ensuing & Samuel Wells gent. comes into Court and on behalf of S^r David recognizes to our sovereign Lord the King as principal in the sum of £10. with Sureties viz David Billing & John Clary yeomen in the Sum of £5 each for his S^r David's keeping good rule and order in his house and duly observing the Laws made respecting persons licenced to sell out of door only. & also recognizes as principal on behalf of said David Field in the Sum of £50 with the same Sureties in the sum of £25 each for S^r Field's keeping and rendering the accounts and paying the duties by Law required.

David Billing of Hatfield yeoman is licenced by the Court to be an Inn-holder Retailer & Common Victualler the year ensuing in the house he dwells in there & he recognizes to the King in the Sum of £10 with Sureties viz Fellows Billing & Phineas Pratt gentlemen in the sum of £5 each to keep good rule & order in his house and duly to observe the Laws made for regulation of such houses. & also recognizes in the Sum of £50 with the same sureties in y^e Sum of £25 each to keep & render the accounts & pay the duties by Law required.

Fellows Billing of Sunderland gent is licenced by the Court to be an Inn-holder Retailer & Common Victualler in his house there the year ensuing. and he recognizes to our sovereign Lord the King in the Sum of £10 with Sureties viz Thos^r Pratt gent. & David Billing yeoman in the Sum of £5 each to keep good rule & order in his house & duly to observe the Laws made for regulation of such houses. and also recognizes with the same Sureties viz the S^r Fellows principal in £50 S^r Thos^r & David in £25 each to keep & render the accounts and pay the Duties by Law required.

Phineas Pratt of Granville gent is licenced by the Court to be an Inn-holder Retailer and Common Victualler in his house there the year ensuing. and he recognizes to the King as principal in the Sum of £10. with sureties viz Fellows Billing & David Billing abovenamed in the Sum of £5 each to keep good rule & order in his house & duly to observe the Laws made for regulation of such houses. and also recognizes in the sum of £50. with the same Sureties in the Sum of £25. each to keep and render the accounts and pay the Duties by Law required.

Isaac Colton of Springfield gent. is licenced by the Court to be an Inn-holder Retailer and Common Victualler in his house there the year next ensuing. and he recognizes to the King as principal in the Sum of £10 with Sureties viz Jonathan Church gent. & Moses Burt yeoman in £5 each to keep good rule and order in his house and duly to observe the Laws made for regulation of such houses. and also recognizes as principal in the Sum of £50. with the same Sureties in £25 each to keep and render the accounts and pay the Duties by Law required.

Moses Burt of Springfield yeoman is licenced by the Court to be an Inn-holder Retailer & Common Victualler in his house there the year next ensuing and

And he recognizes to the King as principal in the sum of £10 with Sureties viz Jonathan Church and Isaac Colton gentlemen in the sum of £5 each to keep good rule and order in his house and duly to observe the Laws made for regulation of such houses. & He also recognizes as principal in the sum of £50 with the same Sureties in £25 each to keep and render the amounts and pay the Duties by Law required.

Jonathan Church of Springfield gent. is licenced to be an Inn-holder Retailer and Common Victualler in the house he dwells in there the year next ensuing & he recognizes to the King as principal in the sum of £10 with Sureties viz Isaac Colton & Moses Burdabovenamed in the sum of £5 each to keep good rule & order in his house & duly to observe the Law made for regulation of such houses. & he also recognizes as principal in the sum of £50 with the same sureties in £25 each to keep & render the amounts & pay the duties by Law required.

Thomas French of Deerfield yeoman is licenced by the Court to be an Inn-holder Retailer & Common Victualler in his house there the year next ensuing & he recognizes to the King as principal in the sum of £10 with Sureties viz Joseph Staunton & Israel Hubbard yeomen in the sum of £5 each to keep good rule & order in his house & duly to observe the Laws made for regulation of such houses. & also recognizes as principal in the sum of £50 with the same Sureties in £25 each to keep and render the amounts and pay the duties by Law required.

Joseph Staunton of Westfield yeoman is licenced by the Court to be an Inn-holder Retailer & Common Victualler in the house he dwells in there the year ensuing & he recognizes to the King as principal in the sum of £10 with Sureties viz Thos French and Israel Hubbard yeomen in the sum of £5 each to keep good rule and order in his house & duly to observe the Laws made for regulation of such houses. & also recognizes as principal in the sum of £50 with the same Sureties in £25 each to keep and render the amounts and pay the duties by Law required.

Israel Hubbard of Sunderland yeoman is licenced by the Court to be an Inn-holder Retailer & Common Victualler in the house he dwells in there the year ensuing & he recognizes to the King as principal in the sum of £10 with Sureties viz Thomas French and Joseph Staunton abovenam. in the sum of £5 each to keep good rule & order in his house & duly to observe the Laws made for regulation of such houses & also recognizes as principal in the sum of £50 with the same Sureties in £25 each to keep and render the amounts & pay the duties by Law required.

Samuel Blodget of Sunderland Physician is licenced by the Court to be a retailer of spirituous Liquors out of his house there to be spent out of doors the year ensuing. & he recognizes to the King with Sureties viz S. Samuel principal in the sum of £10 & Wm Eastman & Dr. Clary yeomen sureties in the sum of £5 each to keep good rule & Order in his house & duly to observe the Laws respecting persons licenced to sell out of door only & only recognizes in the sum of £50 with the same Sureties in £25 each to keep & render the amounts and pay the duties by Law required.

John Clary of Sunderland is licenced by the Court to be a Retailer of spirituous Liquors out of his house there to be spent ^{out} of doors the year next ensuing. And he recognizes to the King as principal in the sum of £10 with Sureties viz William Eastman yeoman & Sam. Blodget physician in the sum of £5 each to keep good rule and order in his house & duly to observe the Law respecting persons licenced to sell out of door only. & he also recognizes as principal in the sum of £50 with the same Sureties in £25 each to keep & render the amounts & pay the Duties by Law required.

William Eastman of South Hadley yeoman is licensed by the Court to be a retailer of Spirituous Liquors out of his Store there to be spent out of doors the year ensuing & He recognizes to the King in the sum of £10 as principal with Sureties viz John Henry Eastman and Samuel Blodget abovenamed in the sum of £5 each to keep good rule and order in his house & duly to observe the Laws respecting persons licensed to sell out of door only. & also recognizes as principal in the sum of £50 with the same Sureties in £25 each to keep and render the accounts and pay the duties by Law required

William Scott Junr of Palmer gent. is licensed by the Court to be an Inn holder Retailer and Common Victualler in his house there the year next ensuing. & He recognizes to the King as principal in the sum of £10. with Sureties viz Aaron Graves & Duncan Quantan of Palmer yeomen in the sum of £5 each to keep good rule & order in his house & duly to observe the Laws made for regulation of such houses. & also recognizes as principal in the sum of £50 with the same Sureties in £25 each to keep and render the accounts & pay the duties by Law required -

Aaron Graves of Palmer yeoman is licensed by the Court to be an Inn holder Retailer & Common Victualler in the house he dwells in there the year ensuing & He recognizes to the King as principal in the sum of £10 with Sureties viz Wm Scott Junr & Duncan Quantan abovenamd in the sum of £5 each to keep good rule & order in his house & duly to observe the Laws made for regulation of such houses. & also recognizes in the sum of £50 with the same Sureties in the sum of £25 each to keep and render the accounts and pay the duties by Law required -

Duncan Quantan of Palmer yeoman is licensed by the Court to be an Inn holder Retailer & Common Victualler in his house there the year next ensuing. & He recognizes to our sovereign Lord the King in the sum of £10 with Sureties viz Wm Scott Junr and Aaron Graves abovenamd in the sum of £5 each to keep good rule & order in his house & duly to observe the Laws made for regulation of such houses. & also recognizes in the sum of £50. with the same Sureties in the sum of £25 each to keep and render the accounts & pay the duties by Law required -

Thomas Hamilton of Granville yeoman is licensed by the Court to be an Inn holder Retailer & Common Victualler in his house there the year next ensuing. & He recognizes to the King in the sum of £10 with Sureties viz Benj^a Loomis of Westfield & John Workman of Colrain in the sum of £5 each to keep good rule and order in his house and duly to observe the Laws made for regulation of such houses. & also recognizes in the sum of £50. with the same Sureties in £25 each to keep and render the accounts and pay the duties by Law required

Benjamin Loomis of Westfield yeoman is licensed by the Court to be an Inn holder Retailer & Common Victualler in his house there the year next ensuing - and He recognizes to our sovereign Lord the King in the sum of £10 with Sureties viz Thomas Hamilton & John Workman abovenamed in the sum of £5 each to keep good rule & order in his house & duly to observe the Laws made for regulation of such houses. & also recognizes in the sum of £50 with the same Sureties in £25 each to keep and render the accounts and pay the Duties by Law required

John Workman of Colrain yeoman is licensed by the Court to be an Inn holder Retailer and Common Victualler in his house there the year next ensuing. and he recognizes to the King as principal in the sum of £10 with Sureties viz Tho^s Hamilton & Benj^a Loomis abovenamed in a sum of £5 each to keep good rule & order in his house and duly to observe the Laws made for regulation of such houses. & also recognizes to the King in a sum of £50 with the same Sureties in £25 each to keep and render the accounts & pay the Duties by Law required

John Webber of Brimfield yeoman is licenced by the Court to be an Inn-holder Retailer & Common Victualler in his house there the Year ensuing - & he recognizes to the King as principal in the Sum of £10 with Sureties viz Dan Robinson of Granville yeoman & Joseph Root gent in the Sum of £5 each to keep good rule and order in his house & duly to observe the Laws made for regulation of such houses & also recognizes as principal in the Sum of £50. with the same Sureties in £25 each to keep and render the amounts and pay the duties by Law required -

Dan Robinson of Granville yeoman is licenced by the Court to be an Inn-holder Retailer & Common Victualler in his house there the year next ensuing - And he recognizes to the King as principal in the Sum of £10. with Sureties viz Jn^r Webber & Joseph Root abovenamed in the Sum of £5 each to keep good rule and order in his house and duly to observe the Law made for regulation of such houses, & also recognizes as principal in the sum of £50 with said Sureties in the Sum of £25 each to keep and render the amounts & pay the duties by Law required.

Joseph Root of Montague gent. is licenced by the Court to be an Inn-holder Retailer & Common Victualler in the house where he dwells the year ensuing & he recognizes to the King as principal in the Sum of £10 with Sureties viz John Webber & Dan Robinson abovenamed in the Sum of £5 each to keep good rule & order in his house & duly to observe the Law made for regulation of such houses & also recognizes in the Sum of £50 with the same Sureties in of Sum of £25 each to keep and render the amounts & pay the duties by Law required.

Elijah Dickinson of Hatfield yeoman is licenced by the Court to be a retailer of spirituous Liquors out his dwelling house there to be spent out of door the year ensuing. & Obadiah Dickinson of s^r Hatfield gent. comes into Court and on behalf of s^r Elijah recognizes to our sovereign Lord the King as principal in the Sum of £10 with Sureties viz John Smith & David Willing yeomen in the Sum of £5 each for the s^r Elijah's keeping good rule and order in his house & duly observing the Law respecting persons licenced to sell out of door only - & also recognizes on the behalf of s^r Elijah as principal in of Sum of £50. with the same Sureties in £25 each for s^r Elijah's keeping & rendering the amounts & paying the duties by Law required -

John Smith 2^d of South Hadley yeoman is licenced by the Court to be an Inn-holder Retailer & Common Victualler in his house there the year next ensuing - & he recognizes to the King in the Sum of £10 with Sureties viz David Allin of Roxbury Canada & Jn^r Wells of Deerfield yeomen in the sum of £5 each to keep good rule & order in his house & duly to observe the Laws made for Regulation of such houses & also recognizes with the same Sureties viz s^r John Smith principal in £50. s^r David & Jn^r in £25 each to keep & render the amounts & pay the duties by Law required -

David Allin of Roxbury Canada yeoman is licenced by the Court to be an Inn-holder Retailer & Common Victualler in his house there the year next ensuing - & he recognizes to our sovereign Lord the King as principal in the Sum of £10. with Sureties viz John Smith 2^d & Jn^r Wells abovenamed in ~~the~~ £5 each to keep good rule and order in his house and duly to observe the Law made for regulation of such houses & also recognizes as principal in the Sum of £50 with the same sureties in £25 each to keep and render the amounts and pay the duties by Law required -

Jonathan Wells of Deerfield yeoman is licenced by the Court to be an Inn-holder Retailer & Common Victualler in his house there the year next ensuing - & he recognizes to the King as principal in the Sum of £10 with Sureties viz John Smith 2^d and David Allin abovenamed in the Sum of £5 each to keep good rule and order in his house

house and duly to observe the Law made for regulation of such houses & also recognizes in the Sum of £50 with the same Sureties in the Sum of £25 each to keep and render the amounts and pay the Duties by Law required -

Moses Harvey of Montague yeoman is licenced by the Court to be a Retailer of spirituous Liquors out of his house there to be spent out of Doors the year ensuing & he recognizes to the King as principal in the Sum of £10 with Sureties viz John Berman yeoman and Nath^l Brewer gent in the Sum of £5 each to keep good rule & order in his house & duly to observe the Law respecting persons licenced to sell out of door only & he also recognizes as principal with the same sureties viz S^r Moses in £50 S^r John & Nath^l in £25 each to keep & render the amounts & pay the duties by Law required.

Nath^l Brewer of Springfield gent. is licenced by the Court to be a retailer of spirituous Liquor out of his house there to be spent out of doors the year next ensuing & he recognizes to our Lord the King in the Sum of £10 with Sureties viz John Berman and Moses Harvey yeomen in the Sum of £5 each to keep good rule and order in his house & duly to observe the Law respecting persons licenced to sell out of door only & also recognizes in the Sum of £50 with the same Sureties in £25 each to keep and render the amounts and pay the duties by Law required

John Berman of Northfield yeoman is licenced by the Court to be a Retailer of Spirituous Liquor out of his house there to be spent out of doors the year ensuing & he recognizes to the king as principal in the Sum of £10 with Sureties viz Nath^l Brewer & Moses Harvey above nam^d in the Sum of £5 each to keep good rule & order in his house & duly to observe the Law respecting persons licenced to sell out of door only - and also recognizes as principal in the Sum of £50 with the same Sureties in £25 each to keep & render the amounts and pay the duties by Law required -

Benjamin Day of Springfield gent is licenced by the Court to be an Inn-holder Retailer & Common Victualler in his dwelling house there the year next ensuing & he recognizes to our sovereign Lord the King as principal in the Sum of £10 with Sureties viz Samuel Day & Simon Colton gentlemen in the Sum of £5 each to keep good rule & order in his house & duly to observe the Law made for regulation of such houses & also recognizes to the king as principal in the Sum of £50 with the same Sureties in £25 each to keep and render the amounts & pay the Duties by Law required -

Samuel Day of Springfield gent. is licenced by the Court to be an Inn-holder Retailer & Common Victualler in his house there the year next ensuing. & He recognizes to the King as principal in the Sum of £10 with Sureties viz Benj^a Day & Simon Colton gent.ⁿ in the sum of £5 each to keep good rule and order in his house & duly to observe the Law made for regulation of such houses and also recognizes to the king as principal in the Sum of £50 with the same Sureties in £25 each to keep and render the amounts and pay the duties by Law required.

Simon Colton of Springfield gent. is licenced by the Court to be an Inn-holder Retailer & Common Victualler in his house there the year next ensuing - and he recognizes to our sovereign Lord the King as principal in the Sum of £10 with sureties viz Benj^a Day & Sam^l Day above nam^d in the Sum of £5 each to keep good rule & Order in his house & duly to Observe the Law made for regulation of such houses. & also recognizes to the king in the Sum of £50 with the same Sureties in £25 each to keep and render the amounts & pay the duties by Law required -

Oliver Partridge Esq of Watfield is licenced by the Court to be a Retailer of spirituous Liquors out of his house there to be spent out of doors the year ensuing & he recognizes with Sureties to our Lord the King viz S^r Oliver principal in the Sum of £10. Samuel Wells of

258 Wills of Deerfield gent & Elijah Alvord of South Hadley yeoman surties in the Sum of £5 each to keep good rule and order in his house and duly to observe the Laws made respecting persons licenced to sell out of Door only and also recognizes to the king as principal in the Sum of £50 with the same Sureties in £25 each to keep and render the amounts & pay the duties by Law required -

Elijah Alvord of South Hadley yeoman is licenced by the Court to be an Innholder Retailer & Common Victualler in his house there the year next ensuing - & He recognizes to the King in the Sum of £10 with Sureties viz Samuel Moulton & Benj^a Ely yeomen in the Sum of £5 each to keep good rule and order in his house & duly to observe the Laws made for regulation of such houses - and also recognizes to the King in the Sum of £50. with the same sureties in £25. each to keep and render the amounts and pay the duties by Law required -

Samuel Moulton of Brimfield yeoman is licenced by the Court to be an Innholder Retailer & Common Victualler in his house there the year next ensuing - and he recognizes to the King as principal in the Sum of £10 with Sureties viz Elijah Alvord & Benj^a Ely yeomen in the Sum of £5 each to keep good rule & order in his house & duly to observe the Laws made for regulation of such houses - and also recognizes as principal in the Sum of £50 with the same Sureties in £25 each to keep & render the amounts and pay the duties by Law required.

Benj^a Ely of Springfield yeoman is licenced by the Court to be an Innholder Retailer & Common Victualler in his house there the year next ensuing - He recognizes to the king as principal in the Sum of £10 with Sureties viz Elijah Alvord & Samuel Moulton yeomen in the Sum of £5 each to keep good rule & order in his house & duly to observe the Law made for regulation of such houses - & also recognizes to the king in the Sum of £50 with the same sureties in £25 each to keep & render the amount & pay the duties by Law required -

Eleazer Nash of South Hadley yeoman is licenced by the Court to be a Retailer of spirituous liquors out of his house there to be spent out of Doors the year ensuing - & He recognizes to the King as principal in the Sum of £10. with sureties viz Nath^l Ely & Nathan Collins yeomen in the sum of £5 each to keep good rule & order in his house & duly to observe the laws respecting persons licenced to sell out of door only. & also recognizes as principal in the sum of £50. with the same sureties in £25. each to keep and render the amounts & pay the duties by Law required -

Nath^l Ely of Springfield yeoman is licenced by the Court to be a Retailer of spirituous liquors out of his house there to be spent out of doors the year ensuing - He recognizes to the king as principal in the sum of £10 with Sureties viz Eleazer Nash and Nathan Collins yeomen in the Sum of £5 each to keep good rule and order in his house & duly to observe the Laws respecting persons licenced to sell out of door only & also recognizes to the king as principal in a sum of £50. with if same Sureties in £25 each to keep & render if amounts & pay if duties by Law required.

Nathan Collins of Brimfield yeoman is licenced by the Court to be an Innholder Retailer & Common Victualler in his house there the year next ensuing & he recognizes to the king as principal in the sum of £10 with Sureties viz Eleazer Nash & Nath^l Ely abovenam^d in the Sum of £5 each to keep good rule & order in his house & duly to observe the Law made for regulation of such houses & also recognizes to the king as principal in a sum of £50 with if same sureties in £25 each to keep & render if amounts & pay if duties by Law required -

Moses Noble of Westfield yeoman is licenced by the Court to be an Inn-holder Retailer & Common Victualler in his house there the year next ensuing - And he recognizes to our sovereign Lord the King as principal in the sum of £10 with sureties viz Benja^a Matthews & Sam^l^a Noble yeomen in y^e sum of £5 each to keep good rule & order in his house & duly to observe the Law made for regulation of such houses. & also recognizes to y^e King as principal in y^e sum of £50 with y^e same sureties in £25 each to keep & render y^e amounts and pay the duties by Law required -

Nath^l Dwight of Belchertown gent is licenced by the Court to be an Inn-holder Retailer & Common Victualler in his house there the year ensuing & he recognizes to our Lord the King as principal in the sum of £10 with sureties viz Abner Smith & y^e same place gent & Sam^l^a Shaw of Salome yeoman in y^e sum of £5 each to keep good rule & order in his house & duly to observe the Law made for regulation of such houses & also recognizes to y^e King in y^e sum of £50 with y^e same sureties in £25 each to keep & render the amounts & pay y^e duties by Law required.

Jonathan Graves of Belchertown gent. is licenced by the Court to be a Inn holder Retailer & Common Victualler in his house there the year ensuing - & Nathaniel Dwight gent. comes into Court & on behalf of s^r Jon^l recognizes to the King as principal in y^e sum of £10 with sureties viz Abner Smith & Sam^l^a Shaw above said in £5 each for said Jonathan's keeping good rule and order in his house & duly observing y^e Law made for regulation of such houses, & also recognizes to y^e King as principal on behalf of s^r Jon^l in y^e sum of £50 with y^e same sureties in £25 each for s^r Jonathan's keeping & rendering y^e amounts & paying y^e duties by law requir^d.

Aaron Lyman of Belchertown yeoman is licenced by the Court to be a Inn-holder Retailer & Common Victualler in his house there y^e year ensuing - & Nath^l Dwight gent. comes into Court & on behalf of s^r Aaron recognizes to the King as principal in y^e sum of £10. with sureties viz the above nam^d Abner Smith & Sam^l^a Shaw in £5 each for s^r Aaron's keeping good rule & order in his house & duly observing y^e Law made for regulation of such houses & also on behalf of s^r Aaron recognizes to y^e King as principal in y^e sum of £50 with y^e same sureties in £25 each for s^r Aaron's keeping & rendering y^e amounts & paying the duties by Law required -

Eleazer Burt of Northampton yeoman is licenced to be a retailer of spirituous liquors out of his house there to be spent out of doors the year ensuing & Selah Wright of y^e same place yeoman comes into Court and on behalf of s^r Eleazer recognizes to our sovereign Lord the King as principal in the sum of £10 with sureties viz Tho^s Dickinson of Deerfield yeoman & Elijah Hunt of s^r Northampton yeoman in the sum of £5 each for s^r Eleazer's keeping good rule & order in his house & duly observing y^e Law respecting persons licenced to sell out of door only - & also on behalf of s^r Eleazer recognizes to y^e King as principal in the sum of £50 with y^e same sureties in £25 each for s^r Eleazer's keeping and rendering the amounts and paying the duties by Law required

Ezra Clark of Northampton yeoman is licenced by the Court to be an Inn holder Retailer & Common Victualler in his house there the year ensuing & Elias Lyman of s^r Northampton yeoman comes into Court & on behalf of s^r Ezra recognizes to y^e King as principal in y^e sum of £10 with sureties viz Selah Wright & Jon^l Phelps of y^e same place yeomen in the sum of £5 each for s^r Ezra's keeping good rule & Order in his house & duly observing y^e Law made for regulation of such houses & also on behalf of s^r Ezra recognizes to y^e King as principal in y^e sum of £50 with the same sureties in £25 each for s^r Ezra's keeping & rendering the amounts & paying the duties by Law required

Jonathan White of Springfield yeoman is licenced by the Court to be a Retailer of spirituous liquors out of his House there to be spent out of doors the year ensuing & He recognizes to the King as principal in the sum of £10 with Sureties viz Elias Lyman & John Leonard yeomen in the sum of £5 each to keep good rule & order in his house and duly to observe the Laws respecting persons licenced to sell out of door only. & also recognizes to the King as principal in the sum of £50 with the same Sureties in £25 each to keep & render the amounts & pay the duties by Law required -

Josiah Chauncy Esq of Amherst is licenced by the Court to be a Retailer of spirituous liquors out of his house there to be spent out of doors the year next ensuing and he recognizes to the King as principal in the sum of £10 with Sureties viz Josiah Piergent & Moses Harvey yeoman in the sum of £5 each to keep good rule & order in his house & duly to observe the laws respecting persons licenced to sell out of door only & also recognizes to the King as principal in the sum of £50 with the same sureties in £25 each to keep & render the amounts and pay the duties by Law required

Josiah Pierce of Hadley gent. is licenced by the Court to be a Retailer of spirituous liquors out of his dwelling house there to be spent out of doors the year ensuing & He recognizes to the King as principal in the sum of £10 with Sureties viz Josiah Chauncy Esq & Moses Harvey yeoman in y^e sum of £5 each to keep good rule & order in his house & duly to observe the laws respecting persons licenced to sell out of door only. & also recognizes to the King as principal in the sum of £50 with the same sureties in £25 each to keep & render the amounts and pay the duties by Law required -

Moses Smith of Haley yeoman is licenced by the Court to be an Innholder Retailer & Common Victualler in his house there the year ensuing - & Josiah Chauncy Esq comes into Court & on behalf of S^r Moses recognizes to the King as principal in the sum of £10 with Sureties viz Josiah Pierce gent & Moses Harvey yeoman in y^e sum of £5 each for said Smith's keeping good rule & order in his house & duly observing the Laws made for regulation of such houses & also on behalf of S^r Smith recognizes to y^e King as principal in the sum of £50 with the same sureties in £25 each for S^r Smith's keeping & rendering the amounts & paying the duties by Law required -

James Rider of Deerfield yeoman is licenced by the Court to be an Inn holder Retailer & Common Victualler in his house there the year ensuing - & Thomas French of Deerfield yeoman comes & recognizes to y^e King on behalf of S^r James as principal in y^e sum of £10 with sureties viz Joseph Root gent. & Sam^l Rogers of Ware River yeoman in y^e sum of £5 each for S^r James his keeping good rule & order in his house & duly observing y^e Laws made for regulation of such houses & also recognizes to the King on behalf of S^r James as principal in the sum of £50 with the same Sureties in £25 each for S^r James his keeping good rendering the amounts & paying the duties by Law required -

Edward Bonds of Brimfield yeoman is licenced by the Court to be a Retailer of spirituous liquors out of his house there to be spent out of doors the year ensuing & He recognizes to the King as principal in the sum of £10 with Sureties viz Timothy Danielson gent & John King gent. in the sum of £5 each to keep good rule and order in his house and duly to observe the Laws made respecting persons licenced to sell out of door only & also recognizes to the King as principal in the sum of £50 with the same Sureties in £25 each to keep & render the amounts & pay the duties by Law required -

Samuel Rie of Charlemont yeoman is licenced by the Court to be an Innholder Retailer & Common Victualler in his house there the year ensuing & He recognizes to the King as principal in the sum of £10 with Sureties viz Timothy Danielson & Samuel Clark gentlemen in the sum of £5 each to keep good rule and order in his house and duly to observe the Laws made for regulation of such houses - and also -

also recognizes to the king as principal with y^e same sureties viz S^r Sam^l in £50. & S^r S^r in £25 each to keep & render the amounts and pay the duties by Law required

Timothy Danielson of Brimfield gent. is licensed by the Court to be a Retailer of spirituous liquors out of his house there to be spent out of doors the year ensuing & he recognizes to the King as principal in the sum of £10 with Sureties viz Samuel Clark gent. & Edward Bond yeoman in the sum of £5 each to keep good rule & order in his house & duly to observe the Law respecting persons licensed to sell out of door only & he also recognizes to the king as principal in the sum of £50. with the same sureties in £25 each to keep & render the amounts and pay the duties by Law required

Nath^l Coleman of Amherst yeoman is licensed by the Court to be a Retailer of spirituous liquors out of his house there to be spent out of doors the year ensuing. & he recognizes to the king as principal in the sum of £10. with Sureties viz Sam^l Clark gent. & John Phelps yeoman both of Northampton in y^e sum of £5 each to keep good rule & order in his house & duly to observe the Law respecting persons licensed to sell out of door only & also recognizes to y^e king as principal in the sum of £50. with the same sureties in £25 each to keep & render the amounts and pay the duties by Law required

Samuel Clark of Northampton gent. is licensed by the Court to be an Innholder Retailer & Common Victualler there in his house there the year ensuing. & he recognizes to our sovereign Lord the King in the sum of £10 with sureties viz Nathaniel Coleman and John Phelps next abovenamed in the sum of £5 each to keep good rule & order in his house & duly to observe the Law respecting & for regulation of such houses & also recognizes to y^e king in the sum of £50 as principal with the same sureties in £25 each to keep & render the amounts and pay the duties by Law required

Jonathan Phelps of Northampton yeoman is licensed by the Court to be a Retailer of Spirituous Liquor out of his house there to be spent out of doors the year ensuing & he recognizes to the king in the sum of £10 as principal with Sureties viz Sam^l Clark & Nath^l Coleman next abovenamed in the sum of £5 each to keep good rule & order in his house & duly to observe the Law respecting persons licensed to sell out of door only. & also recognizes to y^e king in y^e sum of £50 as principal with y^e same sureties in £25 each to keep and render the amounts & pay the duties by Law required

Martin Phelps of Northampton yeoman is licensed by the Court to be a Retailer of spirituous liquors out of his house there to be spent out of doors the year ensuing & Charles Phelps esq. comes & recognizes to the King on behalf of s^r Martin as principal in the sum of £10 with Sureties viz Joseph Hawley esq. & John Phelps gent. in y^e sum of £5 each for said Martin's keeping good rule and order in his house & duly observing the Law respecting persons licensed to sell out of door only. & also recognizes to y^e king on behalf of s^r Martin as principal in the sum of £50 with the same Sureties in the sum of £25 each for s^r Martin's keeping and rendering the amounts and paying the duties by Law required

Benjamin Matthews of Westfield yeoman is licensed by the Court to be an Innholder Retailer & Common Victualler in his house there the year next ensuing & he recognizes to the king as principal in the sum of £10 with Sureties viz Lucius Doolittle of Northfield yeoman & James Sikes of Springfield yeoman in the sum of £5 each to keep good rule & order in his house & duly to observe the Law made for regulation of such houses & also recognizes to the king as principal in the sum of £50. with the same sureties in £25 each to keep & render y^e amounts & pay the duties by Law required

Lucius Doolittle of Northfield is licensed by the Court to be a Retailer of spirituous Liquors out of his house there to be spent out of doors the year ensuing & he recognizes to the king as principal in the sum of £10 with Sureties viz Benj^l Matthews & James Sikes

Lucius Doolittle James Sikes next above named in the Sum of £5 each to keep good rule & order in his house & duly to observe the Law respecting persons licenced to sell out of door only & also recognizes to the King as principal in the Sum of £50 with the same Sureties in £25 each to keep and render the amounts & pay the duties by Law required.

James Sikes - James Sikes of Springfield yeoman is licenced by the Court to be a Retailer of spirituous liquors out of his house there to be spent out of doors the year ensuing - He recognizes to the King as principal in the Sum of £10 with Sureties viz Benj^d Matthews and Lucius Doolittle next above nam^d in the Sum of £5 each to keep good rule & order in his house & duly to observe the Law respecting persons licenced to sell out of door only - & also recognizes to the King as principal in the Sum of £50. with the same Sureties in £25 each to keep and render of accounts & pay the duties by Law required -

Jonathan Rogers of Ware River yeoman is licenced by the Court to be a Retailer of spirituous liquors out of his house there to be spent out of doors of year ensuing & He recognizes to the King as principal in the Sum of £10 with Sureties viz W^m Rogers of Greenwich & Tho^s French of Deerfield yeomen in the Sum of £5 each to keep good rule & order in his house & duly to observe the Law respecting persons licenced to sell out of door only & also recognizes to the King as principal in the Sum of £50. with the same Sureties in £25 each to keep & render the accounts & pay the duties by Law required -

Azubah Adams widow of Abraham Adams late of Springfield yeoman deceased is licenced by the Court to be an Innholder Retailer & Common Victualler in of house she dwells in there the year ensuing - & she recognizes to our sovereign Lord the King in the Sum of £10 as principal with Sureties viz John Morely gent. & Benj^d Sikes yeoman in the Sum of £5 each to keep good rule and order in her house and duly to observe the Laws made for regulation of such houses and also recognizes to the King as principal in the Sum of £50 with the same Sureties in £25 each to keep and render the accounts and pay the duties by Law required -

Sarah Porter of Hadley gentlewoman is licenced by the Court to be a Retailer of spirituous Liquors out of her house there to be spent out of doors the year ensuing - & Eleazer Porter Esq^r comes and on her behalf recognizes to our sovereign Lord the King as principal in the Sum of £10 with Sureties viz Josiah Chauncy Esq^r & Selah Wright yeoman in the Sum of £5 each for her keeping good rule and order in her house and duly observing the Laws respecting persons licenced to sell out of door only - & also on her behalf recognizes to the King as principal in the Sum of £50 with the same Sureties in £25 each for her keeping & rendering the accounts & paying the duties by Law required -

Joseph Clark of Mansford yeoman is licenced by the Court to be an Innholder Retailer and Common Victualler in his house there the year ensuing & he recognizes to the King in the Sum of £10 as principal with Sureties viz John Morely gent. & Benj^d Matthews yeoman both of Westfield in the Sum of £5 each to keep good rule and order in his house & duly to observe the Laws made for regulation of such houses. & also recognizes to the King as principal in the Sum of £50 with the same Sureties in the Sum of £25 each to keep and render the amount and pay the duties by Law required.

Charles Phelps of Hadley Esq^r is licenced by the Court to be a Retailer of spirituous Liquor of his own manufacturing only out of his dwelling house there to be spent out of doors the year next ensuing & he recognizes to our sovereign Lord the King as principal in the Sum of £10 with Sureties viz Daniel Jones gent. and John Pell gent. in the Sum of £5 each to keep good rule & order in his house and duly to observe the Laws respecting persons licenced to sell out of door only and also recognizes to the King as principal in the Sum of £50 with the same Sureties in £25 each to keep & render the accounts & pay the duties by Law required.

Job Alvord of Springfield gent. is licenced by the Court to be a Retailer of spirituous Liquors out of his house there to be spent out of Doors the year ensuing And He recognizes to the King as principal in the sum of £10 with sureties viz Aaron Ferry & Jeremiah Snow both of S^r Springfield yeomen in the sum of £5 each to keep good rule & order in his house & duly to observe y^e Law respecting persons licenced to sell out of door only - and also recognizes to y^e King as principal in the sum of £50 with the same sureties in £25 each to keep and render the accounts and pay the duties by Law required -

Josiah Dwight Esq^r is licenced by the Court to be a Retailer of spirituous liquors out of his house there to be spent out of doors the year next ensuing He recognizes to the King as principal in the sum of £10 with sureties viz Elijah Williams Esq^r & John Pell of Sheffield gent. in the sum of £5 each to keep good rule & order in his house & duly to observe the Law made for regulation of such houses & also - recognizes to the King as principal in the sum of £50 with the same sureties in £25 each to keep and render the accounts and pay the duties by Law required.

Thomas Colton of Springfield yeoman is licenced by the Court to be a Retailer of spirituous Liquors out of his house there to be spent out of doors the year ensuing & He recognizes to the King in the sum of £10 with sureties viz George Pynchon gent & Jeremiah Snow yeoman both of S^r Springfield in the sum of £5 each to keep good rule and order in his house and duly to observe the Law respecting persons licenced to sell out of door only and also recognizes to the King as principal in the sum of £50 with the same sureties in the sum of £25 each to keep and render the accounts and pay the duties by Law required.

Aaron Denio of Greenfield yeoman is licenced by the Court to be an Innholder Retailer and Common Victualler in his house there the year ensuing & Elijah Williams Esq^r comes into Court and on behalf of said Aaron recognizes to our Sovereign Lord the King as principal in the sum of £10 with sureties viz Charles Phelps Esq^r & Daniel Jones gent. in the sum of £5 each for the said Aaron his keeping good rule and order in his house & duly observing the Law made for regulation of such houses & also recognizes on behalf of Aaron as principal in the sum of £50 with the same sureties in £25 each for S^r Aaron's keeping & rendering the accounts & paying the duties by Law required.

Samuel Hunt of Northfield gent. is licenced by the Court to be an Innholder Retailer & Common Victualler in his house there the year ensuing & Seth Field Esq^r comes & recognizes to the King on behalf of S^r Samuel as principal in the sum of £10 with sureties viz Daniel Jones Gent. & John Phelps gent in the sum of £5 each for S^r Samuel's keeping good rule and order in his house & duly observing the Law made for regulation of such houses - & also recognizes to the King as principal on behalf of S^r Samuel in y^e sum of £50 with the same sureties in £25 each for S^r Samuel's keeping and rendering the accounts & paying y^e duties by Law required.

Daniel Fowler of Westfield yeoman is licenced by the Court to be an Innholder Retailer and Common Victualler in the house he dwells in there the year ensuing & He recognizes to our sovereign Lord the King as principal in the sum of £10 with sureties viz Daniel Noble & Stephen Noble both of S^r Westfield yeomen in the sum of £5 each to keep good rule & order in his house & duly to observe the Law made for regulation of such houses & also recognizes to the King in the sum of £50 with the same sureties in £25 each to keep and render the accounts & pay the duties by Law required -

261- Jonathan Burt Jun^r of Springfield yeoman is licenced by the Court to be an Innholder Retailer & Common Victualler in his house there the year ensuing & he recognizes to the King as principal in y^e sum of £10. with Sureties viz - Moses Bliss & Luther Leonard both of the same place yeomen in the sum of £5 each to keep good rule & order in his house and duly to observe y^e Law made for regulation of such houses - & also recognizes to the King as principal in the sum of £50 with the same Sureties in the sum of £25 - each to keep & render the amounts & pay the duties by Law required -

Luke Bliss of Springfield gent. is licenced by the Court to be an Innholder Retailer and Common Victualler in his house there the year ensuing & he recognizes to the King in the sum of £10 with sureties viz Cornelius Jones and Moses Bliss 2^d Gentlemen in the sum of £5 each to keep good rule & order in his house and duly to observe the Law made for regulation of such houses & also recognizes in the sum of £50. with the same Sureties in £25. each to keep and render y^e amounts & pay the duties by Law required -

Petition for a ferry at Stony brook } The Petition of sundry Persons Inhabitants of South Hadley in behalf of John Smith the 3^d shewing that a ferry across Connecticut River at y^e mouth of Stony brook, so called would be of public benefit, and praying that 1st John might be licenced to keep a ferry there is further referred to the next Term of this Court for Consideration -

The foregoing Judgments and Orders were made and entered up and then the said Court Adjourned without Day -

A. W. Williams Clerk.

Hampshire p. Anno Regni Regis Georgii Tertii magnae
Britanniae Franciae et Hiberniae Secundo

At his Majesty's Inferior Court of Common Pleas holden at
Northampton within and for the County of Hampshire on
the Second Tuesday of November being the 10th Day of
said month Anno Domini 1761—

Inferior
Court
Nov-
1761

Justices of said Court Jury for Trials — viz
present — viz put off — and put on
Israel Williams } Supply Clap }
Josiah Dwight } Ob. Marsh }
Tim. Dwight jun. } Mo. Dickinson }
} In. Morgan jr. }
} Dan. Kellogg }
in the South Hadley Cases —

Jon^s Hunt jun. } Legally
Supply Clap } chosen
Gerstorn Clark }
James Porter } and
Ebenezer Marsh jun. } returned
In. Burt jun. forem. } chosen
In. Morgan jun. } and
Aaron Ashley } returned
Moses Dickinson } but not
Martin Root } legally —
John Root } therefore
Dan. Kellogg — } returned by
J. Sheriff }
the above Jury in J. Case
Hollyet or Hubbard —

Amos Lornie of Southampton yeoman and Esther Curtis of Northamp-
ton Widow & Spinster plt. vs Henry Curtis of Coventry & yeoman def. in
a plea of Debt &c And the parties now agree to a further Continuance of
this Action & it is continued accordingly to the next Inferior Court of
Common Pleas to be holden at Northampton afores. for s^d County on the
Second Tuesday of February next —

John Harnock of Springfield & yeoman plt. vs Cornelius Jones of
Springfield & gent. def. in a plea that the s^d Cornelius render to s^d John
his reasonable account of Monies &c which he rec^d of s^d John & The Au-
ditor appointed by the Court at a former Session thereof to audit the
def^t amount not having done the same and Capt Bliss who was one
of them being now dead. The Court therefore appoint Jacob White gent.
in the room of Capt. Bliss. de^d. An auditor with m^r Pyrrhon formerly
appointed to audit the def^t amount in the premises and to make
their Report to the Court at the next Term thereof — to which Term
the Case is continued —

Abigail Sacket — Widow & Relict of Joseph Sacket late of Westfield
yeoman de^d. plt. vs Nathaniel Phelps of the same Westfield yeoman
def. demanding her dower &c as if of Records of the last Term is fully
set forth — And now at this Term the said Abigail by Jeph Sacket her
attorney (who appears by Daniel Jones Gent. her attorney) comes and
demands against Ephraim Sacket of Pittsfield in the County of Berkshire
yeoman Tenant by his Warranty the s^d Abigail's reasonable Dower which
happens to her of a certain House and Lot of Land messuage or Tenement
with the appurtenances lying in Westfield bounded North west and
South on the High Way East on Samuel Harnib's Land said Lot con-
=tain

Sarkit } contain about three acres and is now in the possession of the s^r Crafts
 Sarkit } Tenant by his warranty which was in the Seisin and possession of her s^r
 Husband Joseph Sarkit whereof he was seized in his Demesne as of fee
 during the Coverture and whereof she hath nothing (as she saith) and
 thereof she brings this Suit - And the aforesaid Crafts Tenant by his
 warranty by Worthington and Hawley Inquies his attornies comes and
 defends the right of the afores^d Nathaniel Phelps and his Seizin of y^e
 demanded premises when & vouches over to the warranty
 thereof Jesse Sarkit of Pittsfield afores^d yeoman and prays that this
 Action may be continued to the next Term of this Court that there may
 be opportunity for making summons to him the said Jesse that he
 come and warrant s^d premises - It is accordingly continued -

Bartlit } Jonathan Bartlit of Springfield & yeoman plt. vs Aaron Ferry of s^r
 in } Springfield yeoman and Stephen Chapin of s^r Hadley & yeoman Defs^t
 Ferry } in a plea of Trespass &c The parties appear - And by Agreement of
 s^d Parties the Action is further Continued to the next Term of the Court.

Graves } Moses Graves of Hatfield in the County of Hampshire gent. plt. vs Esd
 in } Chapin of South Hadley in the same County Gent^a Def^t in a plea of
 Chapin } the Case for that the Def^t at Hatfield aforesaid on the 27th of February
 1760 by his note of that date for value rec^d promised the plt. to pay him
 eleven pounds one shilling and nine pence by the first of may then
 next with the Interest thereof from the date till paid yet the Def^t tho
 often requested hath never paid the same or any part thereof but he
 unjustly neglects to do it to the damage of the said Moses £15. 0 -
 The plt. appears, and the Def^t tho three times publicly called to come
 into Court doth not come but makes default - It is therefore Considered
 by the Court that the said Moses recover against the s^r Esd the sum of
 twelve pounds 5/7¹ lawful money damages and Cost of Court taxed
 at One pound nine shillings and nine pence - After all which the s^r
 Esd by John Worthington Esq his Att^r comes into Court and appeals
 from the Judgment of this Court to the Superior Court of Judicature
 &c to be holden at Springfield within and for the County of Hampsh^r
 on the fourth Tuesday of Sept^r next Where recognizes with Sureties as
 the Law directs for the appellant's prosecuting his appeal his appeal
 with effect as by s^d Recognizance on file appears -

Warner } Jonathan Warner of Hadley in the County of Hampshire Trader plt. vs
 in } Joseph Hinch of Greenwich in the same County yeoman Def^t in a
 Hinds } plea of the Case for that s^r Joseph at s^r Hadley on the 26th of March
 1761 by his note of that date for Value rec^d promised the plt. to pay
 him two pounds 6/6 in a month from the date with Interest for
 the same till paid, yet the Def^t tho often thereto requested hath
 never paid the same or any part thereof but unjustly neglects to
 do it to the damage of the s^r Jonathan five pounds - The plt. appears -
 The Def^t tho three times publicly called to come into Court doth not
 appear but makes default &c - It is therefore Considered by y^e Court
 that the said Jonathan recover against the said Joseph Two pound
 eight shillings and a penny lawful money Damages and Cost of
 Court taxed at one pound 12/2 - After all which the s^r Joseph by

Charles Phelps by his attorney comes into Court and appeals from the Judgment of this Court to the next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next who recognizes with Sureties as the Law directs for the appellant, prosecuting his appeal with Effect as by said Recognizance on file appears —

Reuben Sweatman of Granville in the County of Hampshire yeoman plt. or Joseph Frink of Granville afores^d. Yeoman deft. in a plea of the Case demanding Two pounds 17s. which the deft. by his note on the 22^d of last August promised the plt. by the 22^d of Oct^r then next with us &c — The plt. appears — The deft. tho' three times solemnly called to come into Court doth not come but makes default &c — It is therefore considered by the Court that the s^d Reuben recover against the s^d Joseph Two pounds seventeen Shillings and nine pence ^{the} lawful money damages and Cost of Court taxed at Two pounds and seven pence —

Sweatman
or
Frink

Martin Dewey late of Westfield in the County of Hampshire now of Cromelbow precinct in Dutchess County and the province of New York Gent. Plt. or Aaron Seward of Granville in the County of Hampshire Yeoman deft. in a plea of the Case for that the s^d Aaron at s^d Westfield on the Last of February 1760 being justly indebted to the said Martin in the sum of three pounds and twelve Shillings lawful money according to the Aut on file for sundry Merchandizes the deft. before that time bought and received of the plt. then and there promised the plt. to pay him the s^d sum on demand yet the deft. tho' often thereto requested hath never paid said sum to the plt. but unjustly neglects it to his damage four Pounds. The Plt. by John Phelps gent his att^r appears — And the deft. by Cornelius Jones Gent. his attorney comes and defends & says that he owes nothing in manner and form as the plt. in his Declaration hath alledged and thereof puts himself on the Country — And the plt. reserving to himself the Liberty to make any new plea at the Trial on the appeal pleads & says that the deft^r plea is insufficient in Law and he is not holden by the Law of the Land to make answer thereto and thereof prays judgment — And the deft. consenting to the above reservation says his plea is sufficient — Whereupon all and singular the Premises being viewed & fully understood by the Court & upon demure deliberation thereof had becaus^e it seems to the Court that the deft^r plea afores^d & the matters in the same contained are in Law good and sufficient to preclude the Plt. from having his action maintained &c It is therefore Considered that the s^d Martin have nothing by his plea afores^d but that he be in Mercy &c & It is further Considered that the s^d Aaron recover ag^t the said Martin the sum of £⁴ allowed him by the Court with his consent for his Cost &c — The plt. by his said Attorney appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of Sept. next Who recognizes with Sureties as the Law directs for the Appellant, prosecuting his appeal with Effect as by said recognizance on file appears —

Dewey
or
Seward

Martin Dewey late of Westfield &c as above described gent. plt. or Samuel Palmer of Windsor in the County of Hartford in the Colony of Connecticut in New England Yeoman deft. in a plea of the Case —

Same
agt.
Palmer
demanding

263. demanding Two pounds 3 $\frac{1}{2}$ which the deft. by his note on the 9th of August 1760 promised the plt. on demand with use & as for the Writ The plt. appears - The deft. tho' three times publicly called to come into Court doth not come but makes Default &c It is therefore Considered by the Court that the S^r Martin recover against the S^r Samuel Two pounds Six Shillings and eleven pence lawful money Damages & Cost of Court taxed at three Pounds and one penny - Ex^{te} is. 25th Dec: 1761.

Pittes
vs
Starkwell { John Pittes of Amherst in the County of Hampshire yeoman plt. vs
Abel Starkwell of Springfield in the same County yeoman deft. in a
plea of the Case wherein the plt. demands against the deft. Six several
sums of forty Shillings lawful money with the lawful interest of
the same which the deft. by six several notes all bearing date the seventh
day of August 1760 promised the plt. to pay him on or before the first
day of October then next ensuing but has never done it as is at large
declared in the Writ on file bearing date the 20th day of October last
The Plt. appears - The deft. tho' three times publicly called to come
into Court doth not come but makes default - It is therefore
Considered by the Court that the S^r John recover against the said
Abel Twelve pounds eighteen Shillings and a penny half penny
lawful money Damages and Cost of Court taxed at one pound
Seven Shillings and eight pence - After all which the Deft. by John
Worthington Esq. his attorney comes and appeals from y^e Judgment
of this Court to the Superior Court of Judicature &c to be holden at
Springfield within and for the County of Hampshire on the fourth
Tuesday of September next Who recognizes with Sureties as the
Law directs for the Appellant's prosecuting his appeal with effect
as by the same recognizance on file appears -

Scott
vs
Johnson { Samuel Scott jun^r of Sunderland in the County of Hampshire yeoman
plt. vs Isaac Johnson of a plantation called Shutesbury in the same County
yeoman deft. In a Plea of the Case for that the deft. at S^r Sunderland on the
last day of February last past being justly indebted to the plt. the sum of
three pounds 7 $\frac{1}{2}$ lawful money according to the plt's account on file promised
the plt. to pay him the same on demand yet the deft. tho' often requested
hath not performed his said promise but unjustly neglects to do it to
the plt's damage four pounds - The plt. appears - The Deft. tho' three times
publicly called to come into Court doth not come but makes Default
It is therefore Considered by the Court that the S^r Samuel recover against
the said Isaac three pounds seven Shillings and Two pence lawful money
damages And Cost of Court taxed at One pound fourteen Shillings & five
pence - After all which the deft. by John Worthington Esq. his attorney
comes into Court and appeals from the Judgment of this Court to the next
Superior Court of Judicature &c to be holden at Springfield within and
for the County of Hampshire on the fourth Tuesday of September next
Who recognizes with Sureties as the Law directs for the Appellant's
prosecuting his appeal with Effect as by S^r Recogn^{on} on file appears -

Hollyster
vs
Hubbard { Timothy Hollyster of Litchfield in the County of Hartford & Colony
of Connecticut Esq. plt. vs Hezekiah Hubbard of Hadley in the County of Hamp
shire yeoman deft. in a plea of the Case for that the deft. at S^r Hadley on the
fifteenth day of January 1761 by his note of that date under his hand of
value

Value rec^d promised the plt. to pay him Twelve pounds ten Shillings in six months and Interest after ^{the} Six months yet the Def^t tho' often thereto request^{ed} hath never fulfilled his ^{same} ^{as} ^{same} Promise but unjustly neglects it to the plt's damage fourteen Pounds - And the Def^t by Worthington & Hawley Esq^r comes and defends & and says that he never promised the plt. in manner & form as the plt against him has alledged in his Writ & Thereof puts himself & And the plt by Cornelius Jones gent^l his Att^y likewise doth the same - After a full hearing of the Parties the Case is committed to the jury Mr. John Burt jun^r Foreman Who return their verdict therein that is they on their Oath say they find for the Def^t. Cost of Court - It is therefore considered by the Court that the said Hezekiah recover against the said Timothy in the Sum of £ - Lawful money allowed him by the Court for his Cost and expences in defending this suit &c - The plt. by his said Attorney appeals from the Judgement of this Court to the next Superior Court of Judicature &c to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next Who recognises with Sureties as the Law directs for the appellant prosecuting his appeal with effect as by same recognizance on file appears.

Stephen Fowler of Westfield in the County of Hampshire yeoman plt. vs Daniel Grainger jun^r Lately of Westfield assnes^d Yeoman def^t. in a plea of the Case for that the def^t at^t Westfield on the 30th day of April 1761 by his note for Value received promised one Bildad Fowler to pay him or order eleven pounds 10^s 0^d on demand with lawful Interest till paid which said note the ^{Fowler} ^{or} ^{Grainger} Bildad on the fourth day of May last by his Indorsement thereon under his own hand indorsed over to the plt. and ordered & payment of the contents of ^{the} Note then wholly due to be made to the plt. of all which the Def^t. instantly had notice and so the contents of ^{the} Note became due to the plt. and the Def^t. then and there promised him to pay him the same amounting on demand yet tho' often requested the def^t. hath never paid the same to the plt. but neglects it to his damage sixteen pounds - The plt. appears - The Def^t. tho' three times publicly called to come into Court doth not come but makes Default. It is therefore considered by the Court that the said Stephen recover against the said Daniel Twelve Pounds three shillings and five pence lawful money Damages and Cost of Court taxed at Two pounds two Shillings & nine pence - After all which the Def^t. by John Worthington Esq^r his attorney comes into Court and appeals from the Judgement of this Court to the next Superior Court of Judicature &c to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next Who recognises with Sureties as the Law directs for the appellant prosecuting his appeal with effect as by said Recognizance on file appears.

William Shepard of Westfield in the County of Hampshire Gent. plt. vs Joseph Williston of Springfield in the same County Yeoman def^t. in a plea of the Case for that the def^t at said Springfield on the first day of September last past owed the plt. Two pounds 5^s 2^d for sundry articles according to account on file & then and there promised the plt. to pay him the same on demand yet tho' often requested has not done it but unjustly neglects to do it - And for that the def^t at said Springfield on or about the fifth day of August last past rec^d. of the plt. a mortgage of the value of 36^s and a pistanene of the

the Value of 1/2th and the plt also at the special Instance and request of the
 def^t then and there paid Capt. Samuel Day of S^r Springfield eight Shillings of
 Proper Debt of the Def^t. said three Summalls mentioned amounting in the
 whole to the Sum of two pounds 5/2th which said Sum last mentioned the
 Def^t for the Consideration aforesaid at S^r Springfield then and there assumed
 on himself and faithfully promised the plt. He would pay him on Demand
 yet the requested the def^t hath not paid the same To the Damage of the
 said William nine pounds - And the S^r Joseph by In^r Worthington Esq^r
 his attorney comes into Court and defend. & and Reserving to Himself of
 Liberty of altering this plea at the Trial on the appeal now says that the
 Bond declared on is not his act and deed and thereof puts Himself on of
 Country. and the Plt. consenting says the def^t's plea aforesaid and matters
 therein contained is an insufficient answer to his Declaration and that by
 the Law of the Land he is not holden to make answer thereto and this he is
 ready to verify and thereof prays Judgment & Judgment for his Damages
 and Cost by Cornelius Jones gent. his attorney - And the def^t. says his plea
 is sufficient - Whereupon all and singular the Premises being inspected
 & fully understood by the Court and on mature deliberation thereof had
 forasmuch as it seems to his Majesty Court now here that the Def^t's
 plea is not sufficient & - It is therefore considered by the Court that
 the S^r William should recover against the S^r Joseph two pounds five
 Shillings and two pence two farthings lawful money Damages &
 Cost of Court taxed at one pound sixteen Shillings and a penny -
 The def^t. by his S^r Attorney appeals from the Judgment of this Court to
 the next superior Court of Judicature to be holden at Springfield in &
 for the County of Hampshire on the fourth Tuesday of Sept. next Who
 recognizes with sureties as the Law directs for the appellants prosecuting
 his appeal with Effect as by said recognizance on file appears -

Biddad Fowler of Westfield in the County of Hampshire yeoman plt vs
 Laureus Grainger of Sheffield in the County of Berkshire yeoman def^t. in a
 plea of the Case for that the def^t. at said Westfield on the first of July last past
 owed the plt. the sum of nine pounds 10/8 to balance accounts for sundry
 goods and wares according to the account on file. and then and there promised
 the Plt. to pay him the same on Demand Yet the Def^t. tho' often thereto
 requested hath never paid it but unjustly neglects to do it to the Damage
 of the Plt. twelve pounds - The Parties by their respective attorneys appear
 and the S^r Laureus Grainger defends and for plea says that he owes the
 Plt. nothing in manner and form as the Plt. in his declaration has alledg^d.
 and thereof puts himself on the Country - And the plt. reserving Liberty of
 waving his Demurrer and joining the Issue tendered on the Trial on the
 appeal says that the def^t's plea aforesaid and the matters in y^e same containd
 is an insufficient answer to his declaration to which he is under no necessity
 nor is he held by the Law of the Land to make answer and this he is ready
 to prove wherefore he prays Judgment and Judgment for his Damages &
 Cost And the Def^t. says his plea is sufficient - Whereupon all and singular
 the Premises being viewed and fully understood by the Court and upon
 mature deliberation thereof had forasmuch as it seems to his Majesty Court
 now here that the def^t's plea above pleaded and the matters in the same
 contained is in Law good and sufficient to preclude the plt. from having
 his Action maintained against the def^t. It is therefore Considered
 that

That the s^d Bildad have nothing by his plea aforesaid but that for his Groundless Demand he be in mercy & and that the deft. be therefrom forever dismissed - & it is further considered that the s^d Haukeus should recover ag^t the s^d Bildad the sum of £ - allowed him by the Court for his cost and expenses in defending this suit & - The plt. by Cornelius Jones gent. his attorney appeals from the judgment of this Court to the Superior Court of Judicature & to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next Whereupon with Sureties as the Law directs for the Appellant's prosecuting his appeal with Effect as by s^d Recognizance on file appears

Samuel Smith Physician and his wife Miriam Smith both of Westfield in the County of Hampshire, which s^d Miriam was formerly Miriam Aspley et ux^r vs Otho^r is Abijah Smith lately of s^d Westfield yeoman deft. in a plea of s^d Smith Case demanding one hundred and three pounds which the deft. there on 18th day of March 1758 by his note promised the s^d Miriam (then sole) within three months with interest & as per writ - The plt. appear The Deft. tho' three times publicly called to come into Court doth not come but makes Default. & It is therefore considered by the Court that the s^d Samuel and his wife Miriam recover against the s^d Abijah one hundred and twenty five pounds thirteen shillings and two pence half penny lawful money Damages and Cost of Court taxed at one pound 17/5 - Ex^r is 25th Nov^r 1761 -

Luke Blip Gent. & Lewis Blip Gent. both of Springfield in the County of Hampshire administration on the Estate of Luke Blip late of s^d Springfield Gent. dec^d vs Nathaniel Nevins of the same Springfield yeoman deft. in a plea that he render to them in s^d Capacity twenty four pounds 11/4³/₄ which he owes them and which the s^d Luke dec^d by the judgment of this Court recovered against s^d Nathaniel at a former Term & as in the writ on file is fully set forth - The plt. appear - The deft. tho' three times publicly called to come into Court doth not come but makes Default. It is therefore considered by the Court that the s^d Luke and Lewis Adm^r as afores^d in s^d Capacity recover against the said Nathaniel twenty four pounds eleven shillings and four pence three farthings lawful money Debt & Cost of Court taxed at one pound 16/10 - Ex^r is 20th Nov^r 1761 -

Joel White Gent. and Eunice White gentlewoman and wife to the said Joel both of Bolton in the County of Hartford and Colony of Connecticut in New England which s^d Eunice is Executrix of the last will & Testament of John Ely s^d late of Springfield in the County of Hampshire Gent. dec^d vs Nathaniel Tremain of Great Barrington in the County of Berkshire Yeoman deft. in a plea of the Case demanding thirty ^{two} shillings which s^d deft. on the 27th of August 1753. by his note promised the s^d John then living on demand & Interest of the same which the plt. say is 17/4 & as per writ on file - The plt. appear - The deft. tho' three times publicly called to come into Court doth not come but makes Default. It is therefore considered by the Court that the s^d Joel and Eunice in her s^d Capacity recover against the said Nathaniel Two pounds 7/7. lawful money Damages & Cost of Court taxed at Two pounds Eleven shillings and nine pence - Ex^r is 20th Nov^r 1761 -

John Stannard Jun^r of Suffield yeoman plt. vs William Worthington of Springfield Gent. deft. in a plea of the Case demanding three thousand two hundred feet of board & as in writ - The plt. in this Case being three times publicly called and prosecuted is nonquit & s^d deft. likewise Defaulted and the Action accordingly dismissed

Hithcock's
 Adm^r
 Ward
 Caleb Hithcock of Brookfield in the County of Worcester yeoman administrator
 of the Estate of Pelatiah Hithcock of Springfield in the County of Hampshire Sadler
 late dec^d Intestate plt. vs Josiah Ward of the same Springfield yeoman def^t in
 a plea of the Case for that said Josiah at s^d Springfield on the ninth day of
 November 1759 was indebted to said Pelatiah then living in the sum of two
 pounds 5^s lawful money according to the account on file and then and there
 promised s^d Pelatiah to pay him the same on demand yet the def^t hath
 not paid the same either to s^d Pelatiah while he lived nor to s^d Pelatiah's
 said Pelatiah's Death tho' often requested but neglects it to s^d Damage of s^d
 Caleb Three pounds - The plt. appears - The def^t tho' three times publicly
 called to come into Court doth not come but makes default &c - It is
 Therefore considered by the Court that the s^d Caleb in s^d Capacity recover
 against the said Josiah Two pounds five Shillings and four pence
 lawful money Damages And Cost of Court taxed at one pound 18^s 9^d -
 After all which the def^t by Cornelius Jones gent. his attorney comes into
 Court and appeals from the Judgment of this Court to the Superior Court
 of Judicature & to be holden at Springfield within and for s^d County of
 Hampshire on the fourth Tuesday of September next. Who recognizes
 with Sureties as the Law directs for the Appellant's prosecuting his
 appeal with Effect as by s^d Recognizance on file appears -

Pease
 vs
 Story - Joseph Pease of Suffield in the County of Hampshire Trader plt. vs John Story
 of Springfield in the same County yeoman def^t in a plea of the Case for the
 said John at s^d Suffield on the tenth day of March last past by his note of
 that date for value rec^d promised said Joseph to pay him eleven pounds
 lawful money on demand with lawful interest for the same till paid
 yet said John tho' often requested hath never performed his s^d Promise but
 unjustly neglects it to s^d Damage of the s^d Joseph Twelve pounds -
 And the Def^t by Cornelius Jones gent. his attorney comes and defends and
 says he is not guilty of the Trespas set forth in the Plt's Dec^r and thereof
 puts himself on s^d Country & the Plt. by his attorney says that the def^t
 plea aforesaid and matter therein contained are insufficient and that
 by the Law of the Land he is not holden to answer thereto and this he is
 ready to verify and thereof pray Judgment & Judgment for his Damages
 and Cost and the Def^t says his plea is sufficient. Whereupon all and
 singular the Premises being viewed & fully understood by s^d Court and
 forasmuch as it seems to s^d Court that s^d Def^t's Plea and matters therein
 contained are not in Law good &c It is therefore considered that the s^d
 Joseph recover against the s^d John Eleven pounds eight Shillings and
 nine pence half penny lawful money Damages and Cost of Court taxed
 at one pound nineteen Shillings and eleven pence - The def^t by his
 said Attorney appeals from s^d Judgment of this Court to the Superior
 Court of Judicature & to be holden at Springfield within and for the
 County of Hampshire on the fourth Tuesday of September next Who
 recognizes with Sureties as the Law directs for the Appellant's prose-
 cuting his appeal with Effect as by s^d Recognizance on file appears -

Field
 vs
 Clary John Field of Amherst in the County of Hampshire Gent. plt. vs Joseph Clary
 of the same Amherst Yeoman def^t in a plea of the Case for that s^d Joseph at s^d
 Amherst on the fourth of August 1760 by his note for value rec^d promised s^d John
 to pay him seven pounds lawful money by the first of Oct^r then Next and interest
 from

from that time till paid - And also for that S^r Joseph at S^r Amherst on the day
and year abovesaid by his other note for value rec^d. promised S^r John to pay ^(Fields)
him the Value of four pounds 13s lawful money in good yellow pine board ^(Clary)
on or before the first of April then next and S^r John says that he was al-
ways ready to receive S^r Board of S^r Joseph yet the S^r Joseph tho' often re-
quested hath never performed his S^r Promises to S^r John or either of them
but he wholly denies to do it to his damage fourteen pounds - The plt. ap-
pears - And the S^r Joseph by Charles Phelps by his att^r comes and offers
a plea in abatement of the plt^r writ which is at large pleaded on file
And the same is overruled by the Court as not sufficient & and the writ
is not abated - saving which the def^t. reserving to himself Liberty to make
any new plea at the Trial on the appeal further defends and pleads that
the Bond declared on is not his act and Deed and thereof prays judgment.
And the Plt^r consenting to the S^r Reservation says that the def^t. plea
aforesaid is an insufficient answer to his Declaration and that by the Law
of the Land he is not holden to make answer thereto and thereof prays -
Judgment - And the def^t. says his Plea is sufficient - Whereupon all
and singular the matters and Promises being viewed and fully under-
stood by the Court And forasmuch as it appears to the Court that the def^t.
plea and the matters therein contained are not in Law Good & sufficient
It is therefore considered that the said John recover against the said
Joseph five pounds ten Shillings and a penny two farthings lawful money
Damages And one pound ten Shillings and ~~a penny~~ Six Pence for his
costs &c. - The def^t. by his S^r Att^r. appeals from the judgment of this Court
to the next Superior Court of Judicature & to be holden at Springfield
within and for the County of Hampshire on the fourth Tuesday of
September next and He recognizes with Sureties as the Law directs
for the Appellant's prosecuting his appeal with Effect as by said
recognizance on file appears -

David Goddard of a place called Narraganset Number Six in the County ^(Goddard)
of Worcester Assessor plt. or Abner See of Amherst in the County of Hampshire
Assessor def^t. in a plea of assumpsit demanding seven pounds 5s which the def^t. ^(See)
on the 29th of July last by his note promised S^r Plt to pay him or his order on
demand Also Demanding five pounds which the Def^t. by his other note
on the 29th of June last promised the plt. on demand Yet if def^t. tho' often
requested hath never paid the sum promised as afores^d. or any part of either
of them but refuses to do it to the Damage of the S^r David Eighteen pounds -
The plt. appears - The def^t. tho' three times publicly called to come into
Court doth not come but makes Default &c. - It is therefore considered
by the Court that the said David recover against the said Abner
Seven pounds Six Shillings and five pence lawful money Damages and
Two pounds Six Shillings and one penny like money allowed him by
the Court for his costs &c. - After all which the S^r Abner by Joseph
Hawley by his attorney comes into Court and appeals from the
Judgment of this Court to the next Superior Court of Judicature & to
be holden at Springfield within and for the County of Hampshire on the fourth
Tuesday of September next Who recognizes with Sureties as the Law
directs for the Appellant's prosecuting his appeal with Effect as by
the same Recognizance on file appears -

Abbot
Kellogg
Abiel Abbott of Windsor in the County of Hartford in the Colony of Connecticut
yeoman plt. vs Ephraim Kellogg of Amherst in the County of Hampshire Yeoman
deft. in a plea of the Case for that said Ephraim at Northampton on the
last day of September last owed the plt. eleven pounds seven Shillings and a
penny two farthings lawful money to balance accounts according to the
account on file and then and there promised the said Abiel to pay him the
same on demand but tho often requested said Ephraim never paid of same
or any part thereof but neglects it to the damage of the s^d Abiel as he says
fourteen pounds. And the said plt. by John Worthington Esq his attorney
comes and prays this action may be continued to the next Term of this
Court. And it is continued accordingly.

Talbot
Stanly
Matthew Talbot of Middletown in the County of Hartford and Colony of
Connecticut yeoman plt. vs John Stanly of South Hadley in the County of
Hampshire yeoman deft. in a plea of the Case for that s^d John at
Northampton on 4th month of August last by his note for value received pro-
mised the plt. to pay him or order four pounds 15/10 lawful money on demand
with use. Yet s^d John tho often requested has never paid the same or any
part of it but neglects it to the damage of the s^d plt. Eight pounds.
The plt. appears. The deft. tho three times publicly called to come into
Court doth not appear but makes Default & It is therefore Considered by
the Court that the s^d Matthew recover against the said John four pounds
seventeen Shillings and five pence two farthings lawful money damages
and Cost of Court allowed at Two pounds four Shillings and eleven pence.
After all which the said John by Cornelius Jones gent. his att^r comes into
Court and appeals from the Judgment of this Court to the next Superior
Court of Judicature to be holden at Springfield within and for the County
of Hampshire on the fourth Tuesday of September next Who recognizes
with Sureties as the Law directs for the appellant's prosecuting his ap-
peal with Effect. as by the same recognizance on file appears.

Dewey
Olds
Martin Dewey of Cornellow prerints in Dutchess County in the Province of
New York Gent. plt. vs Daniel Olds of Westfield in the County of Hampshire
Yeoman Deft. in a plea of the Case for that said Daniel at Northampton afores^d
on the Twelfth day of August 1760 by his note for value received promised the
plt. to pay him or order the Sum of eight pounds eight Shillings & eight pence
lawful money on demand with interest for the same till paid yet tho often
requested said Daniel hath not paid the same or any part thereof but neglects
to do it to the Damage of the said Martin ten pounds. The plt. appear.
And the deft. comes and defends (by Cornelius Jones gent. his att^r) and reserving
to himself the Liberty of Altering his plea upon the Trial of the appeal says
that he has not broken his Covenant as the plt. in his Declaration hath alleged
and thereof puts himself on the Country. And the plt. consenting says the deft.
plea is an insufficient answer to his Declaration and that he hath none to verify
nor is he held by the Law of the Land to make answer & this he is ready to verify
and thereof he prays Judgment and Judgment for his Damages & Cost.
And the deft. says his plea is sufficient. Whereupon the premises being viewed
& fully understood by the Justices of his Majesty's Court here present forasmuch
as it appears to the s^d Justices that the Deft.'s plea aforesaid is not in Law good
& It is therefore Considered that the s^d Martin recover against the s^d Daniel
four pounds thirteen Shillings and two pence lawful money Damages & Cost of
Court taxed at Two Pounds fifteen Shillings & nine pence.

The Deft. by his said Attorney appeals from the Judgment of this Court to the next Superior Court of Judicature & to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next who recognizes with Sureties as the Law directs for the appellant, prosecuting his appeal with Effect as by the same recognizance on file appears —

The Inhabitants of the District of South Hadley in the County of Hampshire The -
Inhabitants
of S^d Hadley
vs
Montague
et al -
Plt^s vs William Montague gent. William Smith yeoman Sam^l Smith
Capt. Ephraim Smith yeoman all of S^d South Hadley Deft^s in a plea of
the Case for that whereas the Deft^s on the second day of March last at
Northampton aforesaid were indebted to the pl^ts in eight pounds lawful
money for so much money by them to the use of the pl^ts before then had &
received and being so indebted the deft^s then and there assumed on them-
selves and to the pl^ts faithfully promised that they would pay said
eight pounds to the pl^ts on demand yet the deft^s or either of them tho'
often thereto requested have not paid said sum to the pl^ts but wholly deny
to do it to the damage of the S^d Pl^t Twelve pounds - The parties appear.
And the deft^s come and defend and reserving to themselves Liberty to offer any
special matter for their justification under the general Issue say they never
promised in manner and form as the pl^ts in their Declaration have alleged
and thereof put themselves on the Country - And the pl^ts, consenting to the
reservation aforesaid, likewise do the same - The evidence being produced in
Court, the parties fully heard, and all things touching the Case fully discussed
It is committed to the Jury Mr John Burt Jun. foreman and fellows who
return their Verdict on Oath that they find for the Deft^s Cost of Court -
It is therefore considered by the Court that the said Defendants recover
against the S^d Pl^t the sum of _____ allowed them by the Court for
their Costs & Expenses in defending this suit - The pl^ts by John Worthington
Esq. their attorney appeal from the Judgment of this Court to the next
Superior Court of Judicature & to be holden at Springfield within and for
the County of Hampshire on the fourth Tuesday of September next who
recognizes with Sureties as the Law directs for the appellant, prosecuting
their appeal with Effect as by said recognizance on file appears —

The Inhabitants of the District of South Hadley in the County of Hamp- Same
aft
White
shire Pl^t vs Josiah White of the same South Hadley yeoman Deft^s in a plea
of the Case for that whereas the Deft^s on the first day of May last at
Northampton aforesaid was indebted to the said Inhabitants of South-
Hadley aforesaid in four pounds lawful money of this province for so much
money by the deft^s to the use of the pl^ts before then had and received and
being so therein indebted he the deft^s in consideration thereof afterwards
the same day and year aforesaid at Northampton aforesaid assumed on him-
self and to the Inhabitants aforesaid promised that he the deft^s would pay
the said Inhabitants the S^d four pounds afterwards on demand yet the
deft^s tho' often thereto requested hath not paid the same to S^d Inhabitants
but he wholly denies to do it to their Damage Seven pounds - The parties
appear - And the deft^s comes and defends & and says that he owes the pl^ts
Nothing in manner and form as the pl^ts against him in their Writ have
alleged and thereof puts himself on the Country - And the pl^ts likewise do
the same - After a full hearing of the Parties the Case is committed to the
Jury Mr John Burt Jun. foreman and fellows who return their Verdict on
Oath that they find for the Deft^s Cost of Court - It

It is therefore considered by the Court that the s^d Josiah recover against the said Inhabitants of South Hadley a sum of £ Lawful money Allowed him by the Court for his Costs and Expenses in defending this Suit. The s^d Plt^s by John Worthington Esq their attorney appeal from the Judgment of this Court to the next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next Who recognize with Sureties as the Law directs for the Appellant, prosecuting their Appeal with effect as by the same Recognizance on file appears —

Hastings }
Fletcher } Thomas Hastings of Amherst in the County of Hampshire yeoman plt.
vs Benjamin Fletcher of Hardwick in the County of Worcester yeoman def^t.
in a plea of the Case wherein the plt. demands against the def^t four several Sums of one pound 16s. lawful money and also another sum of one pound one Shilling and eight pence lawful money which the def^t by his several Notes all bearing date the first of August last promised the plt. to pay him or his order on demand with the lawful Interest of each of s^d Sums. Yet the def^t tho' often requested has never performed either of his s^d Promises but unjustly neglects to do it to the Damage of the s^d Thomas as herewith Twelve Pounds — The plt. appears — The def^t tho' three times publicly called to come into Court doth not come but makes default. It is therefore considered by the Court that the s^d Thomas recover against the s^d Benjamin eight pounds eight Shillings and three pence lawful money Damages and Cost of Court taxed at one pound fourteen Shillings like money — After all which the said Benjamin by John Phelps gent his attorney comes into Court and appeals from the Judgment of this Court to the next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire afores^d on the fourth Tuesday of September next Who recognize with Sureties as the Law directs for the appellants prosecuting his appeal with effect as by s^d Recognizance on file appears —

Mr. Bliss } Moses Bliss of Springfield Gentleman is now admitted by the
Att. } Justices of this Court now here present to practise as an Attorney in this Court, and had the Oath by Law appointed to be taken by an Attorney now administered to him by the Clerk in open Court before y^e Justices of the same —

The foregoing Judgments and Orders being made and entered up this Court adjourned without Day
Att. W. Williams Clerk.

At his Majesty's Court of General
Sessions of the peace holden at Northampton within and
for the County of Hampshire on the Second Tuesday of
November being the Tenth day of said month Anno
Domini 1761 —

November
Court of
Sessions
1761

Justices of S^d Court }
present viz }
Israel Williams }
John Worthington }
Josiah Dwight }
Joseph Hawley }
Samuel Mather }
Tim^r. Dwight Jun^r }
Josiah Chauncy }
Ebenzer Porter }
Charles Phelps }
Grand Jurors —
Nath^l. Kellogg foreman
Jonathan White
Charles Brewer
Josiah Cornsby
Noah Strong
Elnathan Graves
Samuel Smith & abrid^r.
John Field
Matthew Noble
John Morely
Joseph Hoar
Adonijah Russell
Samuel Childs
Simon Cooley
Benoni Wright
M^r. Sheriff Moltwood attended
this Jury three days —
M^r. Warner two days —

Jury for Trials —
Jonathan Hunt Jun^r.
Supply Clap
Ezrah Clark
James Porter
Ebenzer Marsh Jun^r.
John Hunt Jun^r. fore^m.
Moses Dickinson
John Morgan Jun^r.
Aaron Ashley
Martin Root
John Root
Elijah Smith
the foregoing in J^y. Needham's Case.
Marsh & Dickinson put off &
Elisha Strong & Eben^r. Ward put
on Church's wife's Case
Smith. put off. & J^y. Chapin
put on in J^y. Deerfield Case

These were
chosen and
returned
but of three
were not legal
so of the rest
returned

The Jurors for our Sovereign Lord the King for the body of the County of
Hampshire do on their Oaths present that Rachel Collyer of Hadley in s^d
County Spinster on the Sixteenth day of April last past at s^d Hadley did
with force and arms feloniously steal take and carry away twenty spanish
milled Dollars of the Value of Six Shillings each and twenty pieces of silver
coin called Pistareens of the Value of one Shilling and Two pence half penny
each and four Pieces of Gold Coin called half joannes of the Value of forty
Eight Shillings each One Large flowered Linnen Handkerchief of the value
of three Shillings all the Goods and Chattels of Fellows Billing of Sunderland
in s^d County Contrary to one Law of this Province in such Cases
provided the peace of the s^d Lord the King his Crown and Dignity And if
said Rachel is thereof Convict by her own Confession on Record of this Term
in this Court — And the said Jurors on their said Oaths further say that
Sarah Churchwife of Northaniel Church late of s^d Hadley yeoman now
of Westfield in s^d County on the first day of November last past and at
undry days and Times before the time aforesaid when the felony aforesaid
was done and committed at s^d Hadley wickedly voluntarily & feloniously
advised commanded excited procured and abetted the s^d Rachel to perpetrate
and commit the felony aforesaid and that after the time aforesaid when
the felony aforesaid was done and committed the s^d Sarah knowing the
s^d felony to have been perpetrated and committed in form aforesaid by
s^d Rachel At s^d Hadley on the Eighteenth day of s^d April feloniously
received aided and comforted the s^d Rachel and from said Rachel in the
said Sarah at said Hadley then viz on said Eighteenth day of April
feloniously received the several Pieces of Silver & Gold Coin aforesaid & s^d Handkerchief
aforesaid so as aforesaid stolen knowing the same to have been feloniously taken &
stolen as aforesaid from s^d Fellows Billing & converted & disposed of the same
to her

Dⁱ Rex
or
Sarah
Church

S^r Rex
Sarah
Church

To her own use (contrary to Law the peace of the said Lord the King his Crown and Dignity - Which presentment was made to this Court at the Session thereof at Springfield on the third Tuesday of May last and signed - Obadiash Dickinson foreman - And the said Sarah (being held by recognizance for this purpose) now comes before the Court, and is set to the bar, and being allowed to arguise herself of the felony afores^d charged as aforesaid immediately for this purpose she pleads that she is in Nothing guilty thereof and of this puts herself on the Country for a Trial - A Jury being sworn according to Law to try the Issue between our ^{hearing} Lord the King and the Def^t. after a full return their Verdict therein that is they on their Oath say the Def^t. is guilty in Part viz of feloniously receiving as afores^d and converting to her own use three half Johannes of the Value of seven pounds four Shillings fifteen Dollars of the value of four pounds ten Shillings Two Crown pieces of the Value of thirteen Shillings and four pence seven Pistarenes of the value of eight Shillings and five pence amounting in the whole to the sum of Twelve pounds fifteen Shillings nine pence lawful money - And it is now ordered that this Case be continued to the next Term of the Court that the Court may further advise & consider of it. Premises And that the s^d Sarah procure some person whom the Court shall accept to give bond of recognizance to ^{our} King on her behalf in the sum of fifty pounds with sufficient sureties for her personal appearance at the s^d Next Term &c - And Nathaniel Church Jun^r of Hadley yeoman Nathaniel Church of the same Hadley yeoman John Smith J^r and Nathaniel White both of South Hadley yeomen come before this Court and acknowledge themselves indebted to our sovereign Lord the King in manner following viz the s^d Nath^l Jun^r principal on behalf of his wife Sarah Church above^d in £50. the other Nath^l surety for s^d Nath^l Jun^r in £25 the s^d John and Nathaniel White sureties for s^d Nathaniel Jun^r in £12 & 10 each. Upon Condition that the s^d Sarah make her personal appearance before ^{the} Justices of this Court at their s^d Next Term and that she then abide the order of Court in the Premises that she do not then depart without Licence and that she be of the good behaviour in the mean time. -

S^r Rex
Hubbard

The Grand Jurors for our sovereign Lord the King for the body of the County of Hampshire do on their Oath present that Ann Hubbard the Wife of Hooker Hubbard of Sheffield in said County yeoman & who was late Ann Tuller did at said Sheffield on the Last day of April Anno Domⁱ 1760 commit the Crime of Fornication by then and there having voluntarily carnal Knowledge of some male Person to the Jurors unknown and had then and there a Child begotten on her body by Fornication (she then being single and unmarried) all which is contrary to one Law of this province in such Case provided the peace of the said Lord the King his Crown & Dignity - Which presentment was made at the Term of this Court in May last and is signed Obadiash Dickinson foreman - And the s^d Ann Hubbard being now arraigned and set to the bar pleads to the foregoing presentment that she is guilty thereof - The Court having considered of her offence Order that she be amerced in the sum of fourteen Shillings lawful money to be to his majesty for the support of the Government of this Province and Cost of Prosecution taxed at Two pounds fourteen Shillings and six pence standing committed &c -

The Grand Jurors for our Sovereign Lord the King for the body of the County of Hampshire do on their Oaths present that the Common Highway of the s^d Lord the King in the Township of Deerfield in said County leading from the place called Long Hill in said Deerfield to the place called Huntstown in the same County at & Place where the same Highway crosses the River called South River and so from s^d River Westward for the distance of one mile and from the same River Eastward for the Length of one mile for the whole width of s^d Highway and Throughout all the Length aforesaid of two miles as aforesaid on the first day of August current was and still is in great decay for want of due Reparation and amendment thereof so that the liege Subjects of the said Lord the King passing and travelling thro' or along the same Way cannot pass thro' the same without great Difficulty and Danger to the great damage and common Nuisance of all the Liege Subjects of the s^d Lord the King passing thro' the same Way And that the Inhabitants of the Town of Deerfield of right and by Law ought to repair and amend the same way so often as the same stands in need of Repair and that said Inhabitants neglect and refuse to repair the same contrary to the Law of this province in such Cases made and provided the peace of the said Lord the King his own and Dignity - Which presentment was made at the last Term of this Court and signed Nathaniel Kellogg foreman - And the s^d Inhabitants of Deerfield afores^d by Joseph Hawley by their agent and Att^r now were before the Court and plead to quash the presentment - & the s^d Plea being fully known and understood by this Court it appears that the same is not a sufficient plea or and it is determined that the presentment be not quashed - and the s^d Inhabitants being allowed to acquit themselves of y^e Charge afores^d immediately for this purpose by their s^d Attorney they plead that they are in Nothing guilty & and thereof they put themselves on the Country - A Jury thereof being sworn according to Law to try the Issue between the s^d Lord the King and the deft^s after a full hearing return their Verdict therein that is they on their Oaths say the deft^s are guilty in part viz that they have neglected as afores^d to repair fifty rods part of the same Highway aforesaid - It is therefore Considered by the Court that the s^d Inhabitants of Deerfield be amerced to the King in the Sum of three pounds to be to and for the support of Government in this Province And that a Distingas go against the s^d Inhabitants till the s^d fifty rods of s^d Way be effectually repaired and that they pay the cost of this Prosecution taxed at £2. 10. 6 and that &c. &c. -

The Grand Jurors for our sovereign Lord the King for the body of the County of Hampshire do on their Oaths present that Jasper Needham of Brimfield in s^d County Yeoman on the Seventh day of May last past at s^d Brimfield did with force and arms make an assault on the body of one Ebenezer Peahy of s^d Brimfield yeoman who was then in the peace of God and of the King and did then and there beat wound bruise and hurt the s^d Ebenezer to the Degree that his Life was greatly endangered thereby and that the s^d Jasper did then and there commit many other enormities against s^d Ebenezer all which is contrary to Law the peace of the s^d Lord the King his Crown and Dignity - Which s^d Presentment was made at the last Term of this Court and signed Nathaniel Kellogg foreman - And the said Jasper comes before the Court in the custody of the Sheriff and ^{being} set to y^e bar & put to plead to y^e Presentment he says he is in nothing guilty thereof and of this he swears

269.
L^d Rex
vs
Jasper
Needham

He puts himself on the Country - A Jury being sworn according to Law to try the Issue between the s^d Lord the King and the Def^t. after a full hearing return their Verdict therein that is they on their Oath say the Def^t is guilty - It is there fore considered by the Court that the s^d Jasper for his offence aforesaid be arrested in the Sum of 40^s lawful money to be for and toward the Support of his Majesty's Government in this Province and pay costs of prosecution taxed at £7^s 11^s 3^d - & it is further considered that the s^d Jasper find sureties in the Sum of ten pounds for his personal appearance before the Court of General Session of the peace to be holden at Northampton & on y^e Second Tuesday of February next and for his being of the good behaviour towards all his Majesty's liege Subjects & especially the s^d Venerer in the mean Time standing committed &c - The Def^t appeals from the Judgment of this Court to the Superior Court of Judicature Court of Apise & General Gaol Delivery to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and recognizes to the King in the Sum of thirty pounds with sureties viz John King of Palmer gent and Nehemiah Needham of s^d Brimfield yeoman in the Sum of £15 each to prosecute his appeal with effect and to abide the order of s^d Court upon y^e promises and not depart &c

L^d Rex
vs
Nehemiah
Needham

The Grand Jurors for our Sovereign Lord the King for the body of the County of Hampshire do on their Oaths present that Nehemiah Needham of Brimfield in s^d County yeoman on the 21st day of August Instant with force & arms did break and enter one Close in s^d Brimfield belonging to Venerer Healy of s^d Brimfield yeoman called his yard there and that s^d Nehemiah then and there with force and arms did refuse and drive away from the same yard and into parts to the Jurors unknown two Oxen of the s^d Nehemiah & Two Oxen and one cow of Thomas Green of s^d Brimfield Which Beasts s^d Jurors on their Oaths say were lawfully detained and impounded by the same Venerer Healy in his said yard and which beasts the s^d Jurors on their s^d Oaths say the s^d Venerer had before viz on the same day taken damage feasant in his corn field there & of Which the s^d Nehemiah was well knowing all which Doings of the s^d Nehemiah are contrary to Law the peace of the s^d Lord the King his Crown and Dignity Which Presentment was made at the last Term of this Court and signed Nathaniel Kellogg foreman - & now at this Term the s^d Nehemiah comes before the Court in y^e Custody of the Sheriff and being set to the bar He pleads to y^e presentment that he is in nothing guilty thereof and of this submits himself upon his Country - A Jury thereof being sworn according to Law to try the Issue between the s^d Lord the King and the Def^t. after a full hearing return their Verdict therein that is they on their oaths say the Def^t is guilty - & hereupon the said Def^t by Joseph Hawley Esq^r his Attorney comes & moves in arrest of Judgment that the breaking and entering the s^d Close and the driving away the s^d Beasts as aforesaid is not a Refuse &c - And after a full hearing of the Jurors for y^e King and the s^d Attorney for y^e Def^t on the Def^t's plea in arrest of Judgment & the promises being fully known and understood by the Court forasmuch as it appears to his Majesty's Court now here that Judgment cannot be rendered against the s^d Def^t upon the Verdict found as aforesaid. It is therefore ordered that y^e said Def^t be dismissed and go without Day

The Grand Jurors for our Sovereign Lord the King for the body of the County of Hampshire do on their oaths present Nathan Goodman of Hadley in County of Hampshire yeoman for unnecessarily absenting himself from the public Worship of God for one whole month last past and on their Oaths say that s^d Nathan at said Hadley for the space of one whole month last past and on all the Sabbaths or Lord's Days in said Term did wickedly willingly & unnecessarily absent himself from the public Worship of God & the said Nathan being all the s^d Term able of body and not otherwise necessarily prevented from attending the same Worship and that the public Worship of God was upheld maintained and attended by others there on all the Sabbaths or Lord's Days in the same Term which neglect of s^d Nathan of attending said Worship in said Term as aforesaid is contrary to one Law of this Province in such cases made and provided the peace of s^d Lord the King his Crown and dignity - Which Presentment of the s^d Nathan was made at the last Term of this Court and signed Nath^l Kellogg foreman - And now the s^d Nathan comes before the Court in y^e custody of the Sheriff and being put to plead and answer to the premises he pleads that he is guilty thereof - The Court having considered of his offence do order that the s^d Nathan pay a fine of ten Shillings money to be to his Majesty for the support of the Government of this Province and cost of this prosecution standing committed & Which cost is taxed to be £1.10.0.

The Grand Jurors for our sovereign Lord the King for the body of this County [at the last Term of this Court] did on their oaths present that Justus Dwight of Belchertown in s^d County yeoman did then on the 12th of July last the same being Sabbath or Lord's Day with force and arms break & enter a pew in the meeting house there and in the time of the public Worship of God & did stop and hinder Sarah Fairfield and others from entering into y^e same pew tho' the same belonged to s^d Sarah and other young women & thereby disturbed and interrupted the public worship of God then carrying on in the same house contrary to Law & And the s^d Justus now comes before the Court in the Custody of the Sheriff and being put to plead to the presentment he by Joseph Hawley Esq^r who is of Council for him pleads to quash the same, and the s^d plea being fully known and understood by the Court It is considered that the presentment be and hereby is quashed and that the s^d Deft. be no further held &c.

The Jurors for our sovereign Lord the King for the body of this County [at the last Term of this Court] did present that Joseph Graves of Belchertown in s^d County Yeoman at s^d Belchertown on the 19th of July last the same being Sabbath or Lord's Day in the meeting house there and in the time of public Worship did with force and arms break and enter one Pew in s^d house belonging to Sarah Fairfield and Lucie Smith and other young women & did then and there stop and hinder the s^d Lucie from entering the same pew and thereby disturb and interrupt the public Worship & contrary to Law & as on file - And now the said Joseph comes before the Court in the Custody of the Sheriff and being put to plead to the presentment he the s^d Deft. by Joseph Hawley Esq^r who is of Council with him pleads to quash the same presentment - Thereupon the Premises and s^d plea of the deft. being seen and fully understood by the Court, It appears to his Majesty's Court now here that the s^d Deft. ought not to be further held to answer & it is therefore Ordered that the present^t be quashed and that s^d Deft. go without Day.

St. Rex
vs
Josiah
Lyman

The Jurors for our Sovereign Lord the King for the body of this County / did at y^e last Term of this Court / on their Oaths present that Josiah Lyman of Belcher-town in s^d County yeoman on the Twelfth of July last past the same being Lord's Day at s^d Belchertown & in the meeting House there in the time of public Worship did with force and arms break and enter one pew in s^d house the property and in y^e possession of Sarah Fairfield and Eunice Smith & several other young women and with force and arms did then & there stop and hinder the same Sarah from entering the same Pew & thereby did interrupt the Worship then carrying on by the Assembly there met contrary to Law &c as may be seen on file - And the s^d Josiah now comes before the Court in the custody of the Sheriff and being put to plead and answer to the presentment &c the s^d Deft. by Joseph Hawley Esq who is of Council with him pleads to quash the same - And the premises being seen and fully understood by the Court forasmuch as it appears to the Court that the said Josiah ought not to be held further to answer to this presentment, It is therefore ordered that the same presentment be quashed - And the s^d Deft. may go without Day

Same
vs
Glover

The Grand Jurors for our Sovereign Lord the King for the body of this County did (at the last Term of this Court) on their Oaths present Samuel Glover of Springfield in s^d County yeoman for unlawfully absenting himself from the Public Worship in said Springfield on all the Sabbaths or Lord's Days in one whole month immediately preceding the Third Tuesday of May last past contrary to Law &c as may be seen on file - And now John Worthington Esq Attorney to the s^d Lord the King in this behalf comes into Court and says he will no further prosecute on the same presentment ag^t the s^d Samuel Glover - It is therefore Ordered that the same be dismissed

Worthington
Esq
vs
Daniel
Spelman

John Worthington Esq in behalf of the sovereign Lord the King hereby informs this Honorable Court that Daniel Spelman of Granville in s^d County yeoman at s^d Granville on the 15th day of August last past did wickedly & wittingly and falsely forge make and counterfeit of Pewter and other base metals mix together sundry false and base pieces of Coin in imitation of Spanish milled Dollars the currency of which said Spanish milled dollars is established and Regulated by the Laws of this Province and that the s^d Daniel then & there uttered passed and put off to Ezra Clap of Westfield in s^d County Gent one of the said false forged & base pieces of Coin by him so made as aforesaid as a true Spanish milled Dollar He then knowing the same to be false and counterfeit as aforesaid and at the same time & place uttered and put off to Biddad Fowler of s^d Westfield two of the s^d false and counterfeit pieces as good Spanish milled dollars then knowing them to be base and counterfeit as aforesaid all which doings of the s^d Daniel is contrary to one Law of this Province in that Case provided the Peace of the s^d Lord the King his crown & dignity The s^d John therefore prays that the s^d Daniel may be forthwith apprehended and examined in the premises and be proceeded with according to Law &c Read & Ordered that a process be immediately made directed to the Sheriff requiring him to attach the body of the s^d Daniel and him the s^d Daniel to bring before his majesty's Court now here that he may be examined in y^e premises & proceeded with according to Law therein - & The Writ of our Sovereign Lord the King being now made & directed as aforesaid & delivered to a Deputy Sheriff - Afterwards viz now at this same Term comes

^{the Court}
comes before the s^d Daniel in the custody of the s^d Sheriff and being by this Court put to plead and answer to the premises reads that he is in nothing guilty thereof. Hereupon the Witnesses summoned to come here and in this behalf to testify what they know being sworn and examined in the s^d Premises and upon mature Deliberation thereof had by the Court forasmuch as it seems to the Court that the s^d Daniel ought to be holden further to answer &c It is therefore Ordered that the said Daniel give bond by Way of Recognizance to the King in the Sum of £200. Lawful money with Sureties in the Sum of £100 each for his s^d Daniel's personal Appearance at the next Superior Court of Judicature Court of Assize and general Gaol Delivery to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next then and there to answer to such Things as may be objected against him on his majesty's behalf partly to the foregoing Complaint and also for his abiding the Order of the same Court in the premises and that he do not then depart without Licence and be of the good behaviour in the mean time

And the s^d Daniel Spelman principal and Phineas Pratt gent & Luke Hitchcock gent both of Cranville aforesaid recognize to our said Lord the King in manner following that is to say the s^d Principal in the Sum of £200. &c. &c. the s^d Phineas and Luke Sureties in £100. each for the s^d Daniel's personal appearance at the Court abovementioned to answer as afores^d & that s^d Daniel abide the Order of y^e same Court upon y^e Premises and that he do not depart & that he be of y^e good Behaviour &c

The abovesaid Phineas Pratt and Luke Hitchcocks & Ezra Clapp of Westfield in the same County gent. severally recognize to our said Lord the King in the Sum of £20. for their respective appearance at s^d Court to give Evidence for y^e King in the Premises

W^m Murray of Amherst yeoman Who stood bound by Recognizance to the King taken before Josiah Chauncy Esq to make his appearance here now comes into Court in his proper person and it being suggested to this Court that there is Absent of the s^d William's being further held &c It is ordered that he find Sureties in the Sum of £10 for his Appearance at the next Court & And said William principal in the Sum of £10. Josiah Moody of Amherst yeoman and Elijah Alvord of South Hadley yeoman Sureties in £5 each recognize to our sovereign Lord the King for the s^d William's personal appearance before the Justices of the s^d Lord the King at the next Court of General Sessions of the peace to be holden at Northampton for s^d County on the second Tuesday of February next then and there in s^d Court to answer to what may be objected against him on the King's behalf and that y^e said W^m be of the good Behaviour towards all his majesty's liege Subjects especially Sarah Jordan in y^e mean Time & Not depart &c

Dorcas Rugg late Dorcas Streater of Greenwich in the County of Hampshire comes before this Court and confesses here that she committed the Crime of fornication at s^d Greenwich sometime in the month of January in the year 1768. The Court having considered of her Offence, order that she pay a fine of fourteen Shillings money to be to his majesty for the Support of the Government of this province and for standing committed &c

274.
Lisence is granted by this Court to Noah Smith yeoman and Windsor Smith
yeoman both of Hadley to keep a ferry cross Connecticut River at the usual
ferry Place at the North End of the Street there. & it is ordered that the fare
for man and Horse be the same it was the last year. & the s^d Noah and
Windsor severally recognize to our sovereign Lord the King in the Sum of
£10 lawful money for the faithful Discharge of their s^d Place.

Inn-holder Miriam Church of Springfield the widow of Deacon Jon^a Church of s^d
Miriam Springfield late dec^d is licensed by the Court to be an Inn holder Retailer &
Church and Common Victualler in her s^d late Husband's house there till the Term
by Law fixed for granting such Lisences by this Court. And Moses Church
yeoman comes into Court and on the behalf of s^d Miriam as principal
recognizes to our sovereign Lord the King with Sureties viz s^d principal
in s^d Sum of £10. Corn^l Jones gent. & Moses Bliss gent. s^d Sureties in £5
each for s^d Miriam her keeping good rule and order in her s^d House and
duly observing the Laws made for regulation of such Houses. & the s^d
Moses Church also recognizes to the King as principled on behalf of s^d
Miriam in the Sum of £50 with the same sureties in £25. each for
her keeping and rendering the Accounts & paying s^d Duties by Law required.

Tea or Rebecca Bliss widow & relict of Jonathan Bliss late of Springfield Phy-
sician dec^d is licensed to be a retailer of Tea Coffee & China Ware for one
Bliss- year next ensuing. & Reuben Bliss of Springfield Joiner comes into the
Court and on the behalf of s^d Rebecca as principal recognizes to our
Sovereign Lord the King in the Sum of £20 with Sureties viz
John Burt Jun^r yeoman & W^m Smith yeoman in £10. each that she
keep & render the Accounts and pay the Duties by Law required.

Timothy Danielson of Brimfield gent is licensed by the Court to be
Danielson a Retailer of Tea Coffee and China Ware the year ensuing. & Cornelius
Jones Gent comes into Court & on the behalf of s^d Danielson as principal
recognizes to our sovereign Lord in the Sum of £20. with sureties viz
Charles Phelps Esq and Moses Bliss gent. in £10 each for s^d Timothy.
keeping & rendering the Accounts & paying s^d Duties by Law required.

Phineas Smith of South Hadley yeoman who stood bound by Recognizance
Smith to the King taken before Samuel Mather Esq to make his personal appear-
discharg^d ance before this Court & is now discharged therefrom by Proclamation by
Order of this Court.

Eleazer Nash of South Hadley yeoman who stood bound by recognizance
Nash to our sovereign Lord the King taken before Samuel Mather Esq to make
discharg^d his personal appearance before this Court & was now discharged
therefrom by Proclamation by Order of Court.

Elyha Nash of South Hadley yeoman who stood bound by recognizance
Nash to our sovereign Lord the King taken before Samuel Mather Esq to make
discharg^d his personal appearance before this Court, now comes into Court. & is discharged
therefrom by Proclamation by Order of Court.

Samuel Vinton of South Hadley Physician who stood bound by recogⁿ
Vinton to the King taken before Samuel Mather Esq to make his personal appear-
discharg^d ance before this Court, now in his proper person comes into Court. & he is
discharged from the same recognizance by Procl^m by Order of Court.

Joseph Hillier of South Hadley yeoman who stood bound by recognizance to the King taken before Samuel Mather Esq to make his personal appearance before this Court, now in his proper person comes into Court. & He is discharged from the same Recognizance by Proclamation by Order of Court

Joseph
Hillier
disch^d

Stephen Warner of South Hadley yeoman who stood bound by recognizance to the King taken before Samuel Mather Esq to make his personal appearance here at this Court, now in his proper person comes before Court, and he is discharged from the same recognizance by Proclamation by order of Court.

Stephen
Warner
disch^d

Ebenezer Bartlet of South Hadley yeoman who stood bound by recognizance to the King taken before Samuel Mather Esq to ^{make} his personal appearance at this Court, now in his proper person comes before the Court, & he is discharged from the same recognizance by Proclamation by order of Court.

Ebenezer
Bartlet
disch^d

Eleazer Warner of South Hadley yeoman who stood bound by recognizance to the King taken before Samuel Mather Esq to make his personal appearance at this Court, now comes before the Court in his proper person, & He is now discharged from the same recognizance by Proclamation by Order of Court

Eleazer
Warner
disch^d

William Dickinson of South Hadley yeoman who stood bound by recognizance to the King taken before Samuel Mather Esq to make his personal appearance at this Court, now in his proper person comes before the Court, & He is discharged from the same Recognizance by proclamation by Order of Court

William
Dickinson
disch^d

Samuel Mody Jun^r of S^t. Hadley yeoman who was held by recognizance to the King taken before Samuel Mather Esq to make his personal appearance at this Court, now in his proper person comes before the Court, & He is now discharged from the same recognizance by Proclamation by Order of Court

Samuel
Mody Jun^r
discharged

Joseph Montague of S^t. Hadley yeoman who was held by recognizance to the King taken before Samuel Mather Esq to make his personal appearance at this Court, now in his proper person comes into Court, & He is discharged from the same Recognizance by Proclamation by Order of Court

Joseph
Montague
discharged

Nathan Smith of South Hadley yeoman who was held by recognizance to the King taken before Samuel Mather Esq to make his personal appearance at this Court, now in his proper person comes before the Court, & he is discharged from the same Recognizance by Proclamation by Order of Court

Nathan
Smith
discharged

Asaph Stebbins of S^t. Hadley yeoman who was held by recognizance to the King taken before Samuel Mather Esq to make his personal appearance at this Court, now in his proper person comes into Court, & He is discharged from the same Recognizance by Proclamation by Order of Court

Asaph
Stebbins
discharged

Samuel Elmer of S^t. Hadley Blacksmith who was held by recognizance to the King taken before Samuel Mather Esq to make his personal appearance at this Court, now in his proper person comes into Court, & He is discharged from the same Recognizance by Proclamation by Order of Court

Samuel
Elmer
discharged

James Henry of S^t. Hadley yeoman who was held by recognizance to the King taken before Samuel Mather Esq to make his personal appearance at this Court, now in his proper person comes before the Court, & he is now discharged from the same Recognizance by Proclamation by Order of Court

James
Henry
disch^d

Moses Taylor of S^t. Hadley yeoman who was held by recognizance to the King taken before Samuel Mather Esq to make his personal appearance at this Court, now in his proper person comes before the Court, & he is now discharged from the same Recognizance by Proclamation by Order of Court

Moses
Taylor
discharged

Titus Pomroy of S^t Hadley yeoman who was held by recognizance to the King taken before Samuel Mather Esq to make his personal appearance at this Court, now in his proper Person comes before the Court, & He is discharged from the same recognizance by Proclamation by Order of Court

Eleanor Burt of Northampton gent. Who was held by Recognizance to the King taken before Samuel Mather Esq to make his personal appearance at this Court, now comes into Court in his proper Person, & He is now discharged from the same recognizance by Proclamation by Order of Court

Hezekiah Cooley of Springfield yeoman who was held by recognizance to the King taken before Josiah Dwight Esq to make his personal appearance at this Court now in his proper Person comes into Court, and he is now discharged from the same recognizance by Proclamation by Order of Court

William Eastman of South Hadley yeoman who was under recognizance to the King taken before Josiah Dwight Esq to make his personal appearance at this Court, now in his proper Person comes before the Court, & He is discharged from the same recognizance by Proclamation by Order of Court

Samuel Moody of S^t Hadley yeoman who was under recognizance to the King taken before Josiah Dwight Esq to make his personal appearance at this Court, now in his proper Person comes before the Court, & He is discharged from the same recognizance by Proclamation by Order of Court

Jeremiah Chapin of S^t Hadley yeoman who was under recognizance to the King taken before Josiah Dwight Esq to make his personal appearance at this Court, now in his proper Person comes before the Court, & He is now discharged from the same recognizance by Proclamation by Order of Court

Jonathan Selden of S^t Hadley yeoman who was under recognizance to the King taken before Josiah Dwight Esq to make his personal appearance at this Court now in his proper Person comes before the Court. & He is discharged from the same recognizance by Proclamation by Order of Court

John Smith 2^d of S^t Hadley yeoman who was under recognizance to the King taken before Josiah Dwight Esq to make his personal appearance at this Court now in his proper Person comes into Court & He is now discharged from the same recognizance by Proclamation by Order of Court

Aaron Nash of South Hadley yeoman who was under recognizance to the King taken before Josiah Dwight Esq to make his personal appearance here at this Court now comes before the Court in his proper Person & He is now discharged from the same Recognizance by Proclamation by Order of Court

Hezekiah Smith of South Hadley gent who was under recognizance to the King taken before Josiah Dwight Esq to make his personal appearance here at this Court now comes before the Court in his proper Person & He is discharged from the same recognizance by Proclamation by Order of Court

Seth Clark of S^t Hadley yeoman who was held by recognizance to the King taken before Josiah Dwight Esq to make his personal appearance before this Court, now in his proper Person comes into Court, & He is now discharged from the same Recognizance by Proclamation by Order of Court

Experience Smith of S^t Hadley yeoman who was under recognizance to the King taken before Josiah Dwight Esq to make his personal appearance here at this Court now in his proper Person comes into Court & He is now discharged from the same recognizance by Proclamation by Order of Court

Josiah Montague of S^t Hadley yeoman who was held by recognizance to the King taken before Josiah Dwight Esq to make his personal appearance here at this Court in his proper person now comes before the Court, and He is now discharged from the same recognizance by Proclamation by Order of Court.

Josiah
Montague
discharg^d

Timothy Smith of South Hadley yeoman who was under recognizance to the King taken before Josiah Dwight Esq to make his personal appearance here at this Court now in his proper person comes before the Court. & he is now discharged from the same recognizance by proclamation by order of Court.

Timothy
Smith
disch^d

Benj^a Eastman of South Hadley yeoman who was under recognizance to the King taken before Josiah Dwight Esq to make his personal appearance here at this Court now in his proper person comes before the Court. & he is discharged from the same recognizance by Proclamation by Order of Court.

Benj^a
Eastman
disch^d

Benj^a Smith of S^t Hadley yeoman who was under recognizance to the King taken before Josiah Dwight Esq to make his personal appearance here at this Court now in his proper person comes into Court and he is now discharged from the same recognizance by Proclamation by Order of Court.

Benj^a
Smith
disch^d

Accounts

Oliver Partridge Esq Sheriff of this County now presents his account for services by him done for this County the year past amounting in the whole to ten pounds 13/10 lawful money praying it may be allowed & the same amount is allowed by the Court. & It is ordered that the County Treasurer of this County be directed to pay to the s^d Oliver Partridge Esq the sum of ten pounds 13/10 out of the County Treasury & that the Clerk of this Court make an order accordingly.

Partridge
Esq

Order made 26th Nov^r 1761

1761 D^r The County of Hampshire to the Committee appointed to lay off road from Connecticut River at Wells's ferry and so on to Peterham & also a road from Pequonag to Winchester through Roxbury Canada & from s^d Road to Northfield
To Moses Barrett as Chairman a day & 2/6 10. 2. 8. To In^r Hawks 14 days & 6/- 4. 4. 0.
To Sam^l Scott as Pilot 2 days & 2/6 0. 5. 4. To Joseph Root 14 days & 6/- 4. 4. 0.
To Johna Doolittle (Chairⁿ) 2 days & 2/6 0. 5. 4. To David Field 14 days & 6/- 4. 4. 0.
To James Wall d^r a day & 2/6 0. 2. 8. To Eben^r Shelden Jun^r 14 days & 7/- 4. 18. 0.
To Israel Comstead a day & 2/6 0. 2. 8. To d^r for making the return & carrying 3 0. 12. 0.
To Aba Sampson a day & 2/6 0. 2. 8. from home to be sworn 12/- 1. 0. 0.
To John Tarrow Part of a day & 2/6 0. 2. 8. To Joseph Barnard 14 days & 6/- 4. 4. 0.
To Joshua Bayley d^r 2/- 0. 2. 0. To Jer^m Ballard as Chairman a day & 2/6 0. 2. 8.
To Joseph Lawrence d^r 2/- 0. 2. 0. To S^t Foster d^r & Pilot 1 1/2 day & 2/6 0. 4. 0.
To John Holton a day 2/6 0. 2. 8. To Aaron Ogood Jun^r d^r 2 days & 2/6 0. 5. 4.
To Moses Field a day 2/6 0. 2. 8. To Aaron Ogood d^r a day & 2/6 0. 2. 8.
Dated at Deerfield To Isaac Johnson d^r a day & 2/6 0. 2. 8.
Nov^r 6th 1761 To Eliza Root d^r a day & 2/6 0. 2. 8.

Committee
Who laid
Pequonag
road &c
Amount

by Order of the Committee John Hawks

At Nov^r Court

To John Hawks four days attending on d^r Court & 6/- 1. 4. 0

John Hawks

The foregoing Account was now presented to the Court by s^d Hawks praying the same may be allowed & And the Court having viewed the said amount do allow it & It is ordered that the County Treasurer pay to the several Persons named therein the sums affixed their respective names out of y^e County Treasury of this County and that the Clerk of this Court make his Order to y^e Treasurer accordingly.

Copy & Order made 31st Dec^r 1761

Mr Pyncheon of Springfield County Register now presents an amount of £ Cost of two large Record Books and his Expenses for freight of same amounting to five pounds 18/10. praying the Court would allow the same. And the same account having been viewed by the Court is allowed. It is ordered that the County Treasurer be directed to the s^d Edward Pyncheon the sum of five pounds 18/10 out of the County Treasury and that the Clerk of this Court make an Order accordingly - Order is 26th Nov. 1761 -

Hubbard & Carly's Account Mr. Elisha Hubbard of Hatfield now presents to the Court an amount of his service in viewing and measuring the several Roads from Hadley to the County of Worcester pursuant to an order of this Court at a former Session thereof as £ the amount on file amounting to six pounds nine shillings lawful money And also an amount of Samuel Carly's service in measuring the same Roads amounting to one pound seventeen shillings and four pence praying this Court to allow the several accounts & And the Court having viewed the same accounts do allow them & It is ordered that the County Treasurer pay the said Hubbard and s^d Carly the sums due to them respectively as aforesaid viz £ Hubbard the sum of six pounds 9/ and the s^d Carly the sum of one pound 17/4 out of the County Treasury and that if Clerks of this Court make an Order accordingly - Order is 26th Nov. 1761 -

The County of Hampshire to the Committee appointed on the Petition of Capt. Root and Others - £ time spent

To Seth Field Esq 2 days @ 6/	12. 0 -
To Josiah Chauncy Esq 2 -	12. 0 -
To Daniel White 2 -	12. 0 -
Charges expended to each 3/ per day	18. 0 -

The foregoing account being now presented and seen and the Court having considered the Nature of the Service for which the County stands charged as above are of opinion that 7/ per day without a further allowance for Expenses is a meet reward therefor. It is therefore Ordered that the County Treasurer be directed to pay the several persons named therein fourteen shillings lawful money each for their s^d Services and no more out of the County Treasury & that the Clerks of this Court make an order accordingly - Order is 26th Nov. 1761 -

Joseph Hawley Esq now presents his account to the Court for services done by appointment of this Court at the former Sessions thereof in viewing Roads & as £ amount on file - praying the Court would allow it & And if £ Amt being viewed by the Court is allowed & It is Ordered by the Court that the County Treasurer pay to the said Joseph Hawley Esq One pound 10/4 lawful money (being the amount of the said Account) out of the County Treasury & that the Clerk make an order accordingly - Order is 26th Nov. 1761 -

Timothy Dwight Jun^r Esq presents his account to the Court for services done by Appointment of this Court at the former Sessions thereof in viewing roads & as £ amount on file amounting to One pound Eighteen shillings lawful money praying this Court would be pleased to allow the same & And the Court having viewed the s^d Account do allow it & It is ordered that the County Treasurer of the County of Hampshire be directed to pay the s^d Timothy Dwight Jun^r Esq the sum of one pound 18/ out of the County Treasury & that the Clerk of this Court make an Order accordingly - Order is 26th Nov. 1761 -

The County of Hampshire To sundry of the Committee & others that laid out the Roads west of Northampton and Hatfield for their respective service therein -

To David Smith for sundry days service (as per list on file) -	£4. 13. 0.	Committee & others who laid Hingham Roads. List
To Samuel Gayton - do - - - - - do - - - - -	4. 13. 0.	
To Oliver Warner - do - - - - - do - - - - -	4. 7. 0.	
To John Eastman - do - - - - - do - - - - -	4. 7. 0.	
To Eleazer King 2 days to assist of Committee in laying of Roads -	0. 5. 4.	
To Eliza Warner 3 1/2 days - - - - -	" 9. 4.	
- Bush of Hingham 2 days & 2 Tom 2 days each - - - - -	" 16. 0.	
Mr Eliza Hubbard of Hatfield 2 days - - - - -	" 12. 0.	
Josiah Hadlock one day - - - - -	" 2. 8.	
David Billing 2 days &c - - - - -	" 5. 4.	

This account was now presented to the Court for this Court's allowance and an order for payment of the same. And the same having been seen and examined by the Court is allowed - And it is Ordered that the County Treasurer pay to the several Persons above-named the sums due to them respectively as aforesaid out of of County Treasury of this County - and the Clerk of the Court is directed to serve of said Treasurer with a copy of of list and this order accordingly -

Copy made & sent 16th Jan^y 1762 -

Mr. Eleazer Nash who was one of of Committee upon of aboves. roads and of Surveyor now presents his Account for service in laying s^d Roads making returns and plans &c as per account on file amounting to the sum of nine pounds four shillings lawful money praying allowance &c And this Court having seen and examined the said account do allow it & it is ordered that the County Treasurer pay to the said Eleazer Nash the s^d sum of nine pounds 4/ out of the County Treasury & that an order be made accordingly -

Order made 14th Jan^y 1762 -

The County of Hampshire To the Committee appointed by the Court of General Sessions &c in May last upon of roads in Westfield -

viz To Joseph Minick for three days service - - - - -	£0. 18. 0.	Committee on Westfield Roads Account
To John Morgan Jun ^r - do - - - - -	" 18. 0.	
To Benj ^t Day Survey ^r (as on file) 4 days - - - - -	1. 8. 0.	
To Ebenezer Hunt for 3 1/2 days service - - - - -	1. 1. 0.	
To Nathaniel Clarke - do - - - - -	1. 1. 0.	

This account was now presented to the Court for the Court's allowance and an order for payment thereof. & the same having been seen and examined is allowed - & It is Ordered the County Treasurer pay to the several Persons named in the account the sums annexed to their respective Names out of the County Treasury and the Clerk is directed to serve the Treasurer with a copy of of list and this Order accordingly -

Copy made & sent 16th Jan^y 1762

It is ordered by the Justices of this Court now here present that the several persons who have served the County do Grand Jurors the year preceeding - (inclusive of the present Term) and those who served as attendants on the Grand Jury at the several Sessions be paid and satisfied the sums due to them respectively for their said services out of the County Treasury of this County. And also ordered that the Clerk of this Court list the ~~same~~ amount and transmit the same with a copy of this Order to of County Treasurer Accordingly -

Order for paying of G. Jury
Copy & list transmitted 24 Nov. 1761

County Tax and Rate	It is agreed and determined by the Justices of this Court now here that the Sum	
	of one Hundred and Sixty one pounds nine Shillings lawful money shall be raised	
	the present year upon the several Town District Parishes and Places that	
	are taxed within this County for defraying the usual necessary and proper	
	County Charges of s ^d County arising and happening within the same and	
	that the s ^d Town District Parishes and Places taxed as aforesaid shall pay	
	their several Proportion of the same as near as may be according to their	
	respective proportion of the Province Tax the present year - That is to say	
	The Town of Springfield the Sum of - - - - - £32.5.7.2.	
	Blanford - - - - - £3. 3. 4. 1.	Northampton - - - - - 14. 7. 10. 2.
	Greenwich - - - - - 3. 15. 2. 1.	Southampton - - - - - 3. 8. 9. -
	Palmer - - - - - 4. 16. 10. -	Hadley - - - - - 6. 13. 4. 3.
	Granville - - - - - 5. 14. 3. 2.	South Hadley - - - - - 7. 0. 3. 1.
	New Salem - - - - - 3. 7. 7. 3.	Amherst - - - - - 4. 17. 8. -
	Belcher town - - - - - 2. 17. 9. 2.	Hatfield - - - - - 9. 6. 2. 3.
	Colrain - - - - - 2. 0. 7. 1.	Westfield - - - - - 11. 2. 1. 3.
	Ware River - - - - - 1. 5. 4. -	Deerfield - - - - - 6. 9. 6. 1.
	Roxbury Canada - - - - - 1. 5. 4. -	Greenfield - - - - - 2. 10. 0. 1.
	Fall Town - - - - - 1. 0. 2. 1.	Tunderland - - - - - 6. 17. 1. 0.
	Huntstown - - - - - 0. 12. 7. 3.	Montague - - - - - 3. 0. 9. 1.
	Shutesbury - - - - - 1. 18. 0. 1.	Northfield - - - - - 4. 1. 10. -
	Total amount £161. 9. 0. 0.	Brionfield - - - - - 10. 4. 1. -
		Monson - - - - - 2. 9. 10. -
		Delham - - - - - 4. 16. 8. -

And it is also ordered that the Clerk of this Court issue his Warrants to the Select men or Assessors of the several Places above mentioned with and requiring them to assess the sum set on their Town District Parish or place respectively on the Inhabitants thereof each one his due and equal proportion of the same according to the rule for raising money for s^d Province Charges this year, and to make true and perfect Lists &c. And cause the same to be levied Collected and paid in to the County Treasurer of s^d County his Successor or order by the thirty first day of March next &c. Also further ordered that the Clerk of this Court serve the s^d Treasurer with a copy hereof as soon as may be - Warrants to s^d assessor or select men of s^d several places above s^d were made accordingly the 21st & 23^d Nov. 1761 - & a copy hereof for s^d Treasurer 24th of s^d same Nov. and transmitted -

Grant for the Bridge in Hingham It is agreed and ordered by the Justices now here that there be allowed to be paid as this Court shall hereafter order out of the money now granted for defraying the County Charges of the County of Hampshire the Sum of Twenty pounds lawful money towards the building a bridge over West^d River in New Hingham at y^e Place where the Committee appointed by this Court to lay out a road from the Center of s^d New Hingham Westward until it should intersect the Country road leading from Northampton thro Hatfield to Pittsfield in the County of Berkshire have laid the same across said River -

Northampton
Caution
Sept
Sunday
Persons Pursuant to a Warrant under the Hands of the Select men of Northampton bearing date the 14th Day of Sept. 1761. The several persons first afternamed viz Abijah Tooker Lucy Tooker his wife & Patience Tooker his Daughter who came from Woodstock May y^e 20th John Narrowmore Tabitha Narrowmore his wife and Katherine Narrowmore his Daughter who came from Dudley do

To Northampton June 9th David Stearns Hannah Stearns his wife & David Stearns Samuel Stearns and John Stearns his children who came from Dudley to Northampton June 9th Heretiah Read Hannah Read his Wife & Benjamin Read William Read Hannah Read Jesse Read Heretiah Read and Tamar Read his children which came from Hatfield to Northampton May the twenty eighth Seline Cowan who came from Pelham to Northampton Jan'y 6th Christopher Ambler who came from Brookfield to Northampton in May On the 5th day of Oct^r last and Peter White who came there from Shrewsbury to reside in January last on the 13th of Nov^r were severally warned to depart and leave said Town by Paul King (Const^{le} as ~~the~~ Warrant & return on file appears —

Pursuant to a Warrant under the Hands of the Select men of the Town of Westfield bearing date the 11th day of August 1761. Simon Smith & Abigail Smith on the 20th of the same August Nathaniel Church & Sarah his Wife & Rachel Church and George Colyer Church on the 21st of the same Aug^t were warned to depart and leave the Town of Westfield forthwith by John Kellogg (Const^{le} as ~~the~~ Warrant now returned & Return on of same appears —

Pursuant to a Warrant under the Hands of the Select men of the Town of Blanford bearing date the 20th of August 1761 directed to Samuel Willson a Constable there requiring him to warn James Freeland who came there from Bridgfield to depart the Town of Blanford & Th^o Samuel Willson now return as follows viz "Blanford August 24th 1761 This Day I have Executed this Warrant according to the Direction therein given" — as by the same Warrant on file may be seen —

Pursuant to a Warrant under the Hands of the Select men of Amherst bearing Date the 24th Day of August 1761 directed to Thomas Hastings (Const^{le} there requiring him to warn sundry persons (who are named below) to depart from 1st District and every part thereof & He returns that on the 19th of September last he warned Aaron Peabody on the 9th of Oct^r last he warned Nathaniel Peabody and on the 4th of Nov^r current Elizabeth Peabody — forthwith to depart from 1st District and every part thereof And that By Diligent Inquary he finds they have resided in 1st District ever since the 22^d Nov^r 1760 — as ~~the~~ Warrant & return on file appears —

The Petition of sundry persons Inhabitants of South Hadley praying that John Smith the Third who is recommended as a suitable person for the employment might be licensed to keep a ferry at & mouth of Stony brook across Connecticut River there was now read & the Court having fully considered of the prayer of 1st Petition are of ~~of~~ Opinion it is not best to grant the same therefore order that the Petition be dismissed

The Committee appointed by this Court at a former Session thereof to view and explore the Grounds east of Hadley in order to get y^e knowledge of the best place for laying out a country road to accomodate y^e travelling from the Center of this County Eastward Towards Boston, now report to y^e Court their Opinion respecting the same, & this Court taking y^e matter into their further consideration and it appearing to the Court that a public Road from Belchertown in this County to Hardwick in the County of Worcester is necessary — Do now order that Daniel White gent. & Elisha Hubbard yeoman both of Hatfield Oliver Warner of Hadley Gent. Ebenezer Hunt gent. & Gad Lyon an y^eoth both of Northampton be a Committee to view and lay out a High Way from —

No-
Ferry
at
Stony
brook

Report of y^e
Committee
appointed
to view y^e
Grounds
of Hadley
Order-

275.
 Order for laying a Road from Belchertown to Hardwick
 from the Country road a little Southeastward of Aaron Hannum's House in s^d Belchertown through Greenwich to the place where the Town Road leading from Hardwick aforesaid by John Hunt's House there to Greenwich meeting House crosses the Line of the Township of Hardwick - Also to view and lay out a High Way from the Country road in Ware River parish in the County of Hampshire between muddy brook and the River there to the fording place not far from Sherman's and over the river in s^d fording place to the place in the East Line of this County where a road that may best accommodate the Travelling over Coy's Hill there will cross the Line of the County - or from the High Way the east Side of Ware River near the Bridge by Magoon's there in said Parish to the place in the s^d East Line of the County where such Road over the Hill as aforesaid would cross the s^d Line, as they shall judge most for the benefit of the Public - Also to alter the Road and lay it out anew from a little east of Batchelor's Brook in s^d Belchertown if they judge best, till it gets ^{to the top of the Hill} east of Hannum's Land there - Which s^d Committee are to give reasonable Notice to all persons interested of the time and place of their meeting and shall be under oath to perform the s^d Services according to their best Skill and Judgment with most Convenience to the Public and least prejudice or damage to private Property and shall also ascertain the places & the courses of s^d Roads so to be laid out and altered as aforesaid in the best way and manner they can which having done the said Committee or the Major part of them shall make return thereof to the next Court of General Sessions of the Peace to be held in this County after the Services shall be performed under their Hands & and Seals And if any Person be damaged in his or her property by the laying out or altering the s^d Ways as aforesaid the said Committee are empowered & required under Oath to estimate the same and make return thereof as aforesaid - And the Clerk of this Court is directed to serve if Com^{te} with a Copy of this Order as soon as may be do -

Cummings & others their Mem^o
 The Memorial of Jacob Cummings and others Inhabitants of Ware River Parish representing to this Court that the place viewed by the Committee appointed to explore of Grounds east of Hadley along by of Meeting House in s^d Parish is better for a road than the Grounds upon which the old road through s^d Parish now goes and will serve if public and private people a great deal more than the Old road & praying that a road might be ordered to be laid by s^d Meeting House over of Grounds the Com^{te} afores^d viewed there, was now read and dismissed by Order of Court

Petition of the Select men of Hadley
 The Petition of the Select men of Hadley Humbly sheweth - That whereas the Country road formerly laid out from the River called Fort river in Hadley leading to South Hadley is inconvenient for a Country Road and has not been used as such many years They desire said Road may be discontinued and that a road may be laid where it shall be thought most convenient and that a Committee may be appointed for said purpose as soon as may be -

Nath^l Kellogg } Select men
 Eror Nash }
 Edmund Hubbard } Hadley

Read and Considered, & the prayer of s^d Petition is granted - & It is ordered by the Court that Joseph Billing Bladiak Dickinson Elipha Wallis Gentlemen and Simon Wait & Elipha Hubbard yeomen all of Hatfield in s^d County shall be and hereby are appointed a Committee to view the road

above.

above mentioned and wholly to discontinue the same and lay out a new Road from place to place as above^d or to alter the same and lay it out anew in part only, as they shall judge best for the Public - Which s^d Committee are to give reasonable Notice to all persons interested of the time & place of their meeting for s^d Purpose and shall be under Oath to perform the said Service according to their best Skill and Judgment with most convenience to the Public and least Prejudice or Damage to private Property shall ascertain the place and course of s^d Road in the best way and manner they can which having done the s^d Committee or if major Part of them shall make return thereof to the next Court of General Sessions of the Peace to be held in said County after the Service is perform^d under their Hands and Seals - And if any person be damaged in his or her property by the laying out said Way the said Committee are empowered and required under oath to estimate if same and make return thereof as aforesaid - And the Clerk of this Court is directed to give the said Committee with a copy of this Order -

The Petition of Ephraim Kellogg of Amherst in the County of Hamp^{shire} sheweth that the Country road in s^d Amherst runs near one mile and half through your Petitioner's farm being of the width of four rods & occasion his making a double fence for most of s^d way a considerable part of which Land is very valuable and for which your petitioner has never received any recompence by means of which your Petitioner has been and still is greatly prejudiced in his interest and particularly near a Log house in which one Chap lately lived and from thence as said road runs near by your petitioner's mill pond thro' a Tract of moist Land very convenient for pasture ^{at a little distance} and from thence thro' a plain obliquely very convenient for Tillage your Petitioner is greatly damaged in his interest And as he apprehends said road near said Log house may be altered & turned easterly on the hill near adjoining his moist Land when the Soil is more firm and dry and the way thereby will be shortened about twenty eight rods and the road be a good and convenient Road to accommodate the Public your petitioner therefore prays that a Com^{tee} be appointed by this Honorable Court at your Petitioner's cost to view if same and to lay out and alter s^d Road as is above prayed for if they in their wisdom shall determine the Public may be well accommodated or else that your Petitioner may be allowed a reasonable recompence for his Damage occasioned by the laying the present Country road through his farm as afores^d and as in duty bound shall pray Eph^m Kellogg

Read and Ordered that the consideration of the Petition be referred to next Term of the Court for ^{that} if Court cannot now consider thereof or

Hampshire s^d June 22^d 1761 pursuant to an order made by the Court of General Sessions of the peace held at Springfield August Term 1760 for laying out a road from the Country road in Palmer through Ware River Parish in s^d County to the County Road in Greenwich the subscribers being appointed by s^d Court for that Purpose and having been duly sworn to the faithful performance of s^d Service We gave reasonable Notice to all Persons interested of the time and place of our meeting when we went to perform s^d Service June 23^d 1761 we began at a White Oak Saddle in the Country road in Palmer about 12 rods from the Corner of Lieut W^m Scott's fence the North Side of the Way marked with

Ephraim
Kellogg
Pet^r

High Way
from Palmer
through
Ware River
to
Greenwich

a Surveyor's mark thus \odot with a heap of Stones by the Root of it and we run
 Highway from thence as followeth East 4° North 43 rods and a half to a pine Staddle M°
 from thus \odot East 11° South 20° to a pine Staddle M° \odot then East 32° N 13° to a popl.
 Palmer \odot Staddle M° \odot then East 17 rods to an oak Staddle and Stones by it M° \odot at the foot
 Continued of the Hill East 11° N 24° to Stones on a rock N 12° East 47° to a White Oak Staddle
 M° \odot east Side of the Hill half a rod west Side of the Path N 41° E 17° to a pine
 tree down the hill one rod East of the path M° \odot E 17° N 14° to a pine Tree north
 Side of the path M° \odot E 8° S 28° to a flat rock in the path with Stones on it
 East 7° N 14° to a pine Tree half a rod S of the road M° \odot East 25° N 27° to a pine
 tree one rod South of the path M° \odot E 36° N 14° to a pine Staddle M° \odot N 32° E
 11° then N 12° E 7° to a heap of Stones by the brook East 31° N 26° to a heap of
 Stones on the west Side of a Hole E 10° N 56° to a heap of Stones in M. Maftin
 fields of Oats N 29° E $24\frac{1}{2}^{\circ}$ to a small pine Staddle at the point of a hill
 M° \odot N 42° E 48° to a heap of Stones in an old path E 10° N 9° to a pine
 Staddle M° \odot E 34° N 29° to a heap of Stones East Side of the path N 39° E
 30° to a heap of Stones East of the path E 42° N 16° to a heap of Stones East Side
 the path N 28° E $20\frac{1}{2}^{\circ}$ to a pine tree M° \odot East Side of the road N 15° East 30°
 to a White oak Staddle East Side of the path M° \odot E 34° N 27° to a heap of
 Stones west Side the path E 14° N 42° to a Cherry Tree \odot four rods and nine Links
 beyond or East of John Moor's Door East Side of the way within his fence then
 N 44° E 14° then N 6° E $54\frac{1}{2}^{\circ}$ then N 28° W $29\frac{1}{2}^{\circ}$ to a heap of Stones when road
 turns in between Duncan's fences N 12° E 85° to a heap of Stones then N 2° E
 8° to a heap of Stones N 18° E 48° to a small oak mark N 10° W 66° to a heap
 of Stones N 15° E $34\frac{1}{2}^{\circ}$ to a heap of Stones N 4° E $30\frac{1}{2}^{\circ}$ to a heap of Stones a
 little South of M. Cleland's Spring N 4° W 34° to a heap of Stones N 29° W 7°
 to a heap of Stones N 5° W 25° to a heap of Stones by a little pine N 3° E 34°
 to Stones on a redish rock N 38° E 29° to the middle of the road at the head of
 Table's Lane a heap of Stones N 37° W $27\frac{1}{2}^{\circ}$ to a heap of Stones on the Hole
 right against Table's Door 2 rods N East of the East Corner of the barn W 36° N 20°
 to the East end of the bridge over Wane River the Course continued in the whole 33°
 to an oak Staddle and Stones by it M° \odot Now we turn into Dea. Shaw's road
 N 18° W 14° to a heap of Stones N 5° W 80° to a heap of Stones N 2° W 6° right
 ag^t D. Shaw's Door and one rod west of it Course continued ten rods in \odot whole
 Width. This last Course of 10° road to be but two rods wide N 8° E 26° to a white oak Staddle
 M° \odot N 22° E 26° to a heap of Stones N 2° E 36° to a heap of Stones N 28° E
 12° to a Chestnut Tree at the head of Deacon Spear's Lane M° \odot E 22° N 24° comes
 right against Dea. Spear's Door 2^d S of it in the whole 28 rods N 45° E 38° to a
 heap of Stones on the hole just over the brook N 38° E 90° to an oak Stake on
 the plain N 21° E 41° to a heap of Stones by a Stump E 37° N 40° to a pine Stake
 near the Corner of Capt. Thornpion's fence N 2° W 75° to a pine tree M° \odot N 21° W
 10° to a red Oak by the brook M° \odot N 12° E 52° to a Chestnut Staddle M° \odot
 N 22° E 75° to a heap of Stones West of the path N 4° E $40\frac{1}{2}^{\circ}$ to a Chestnut
 Tree near Col. Dwight's House M° \odot 2^d East of a heap of Stones which is to be the
 middle of the Road the Course continued from 2^d Chestnut Tree 162 rods to a heap
 of Stones in the Country road on swift river hill same Course continued 52°
 further which makes in the whole of this Course $254\frac{1}{2}^{\circ}$ to a heap of Stones
 by a White oak Staddle west Side of the path N 16° E 30° to \odot Middle of
 Samuel Davis's East side of the Way near the House N 6° W 24° to a heap of
 Stones E 42° N 72° Stones by the path N 42° E 17° to a heap of Stones in the
 Valley N 9° E 42° to a heap of Stones in the hollow N 12° W $18\frac{1}{2}^{\circ}$ to a pine
 Staddle

Staddle Mk. & N. 11 Et. 48^p to pine Staddle Mk. N. 9 Et. 24^p to a white oak Staddle Mk. & N. 17 Et. 49 to a black oak Staddle Mk. N. 9 Et. 17^p then N. 20 Et. 12^p to a heap of Stones by an old house Course continued 27^p in the whole to a black oak Tree Mk. N. 17 Et. 52^p to a heap of Stones just the North Side of Knapp's fields N. 6 Et. 48^p to a pine tree one rod East of the Path. N. 2 Et. 42^p to a heap of Stones in the Gutter N. 16 Et. 28^p to a heap of Stones against Reed's house N. 20 Et. 34^p then Et. 40 N. 12^p to a pine tree Mk. N. 12 Et. 6^p to a heap of Stones N. 22 Et. 18^p heap of Stones by fence N. 5 Et. 37^p to a heap of Stones N. 22 Et. 20^p to an Oak Bush N. 11 Et. 54^p to a heap of Stones over the brook N. 41 Et. 21^p to a pine tree Mk. N. 14^p from Pulpipher's fence N. 38 Et. 24^p to a heap of Stones in the East Side of Pulpipher's field N. 48^p this Course runs one rod in Pulpipher's field and ends in the Range of the South Side of his house N. 12 Et. 22^p to a heap of Stones over the Gutter on the Nole N. 8 Et. 66^p to a heap of Stones half a rod East of an oak Tree N. 7 Et. 84^p to a heap of Stones on a Rock N. 18 Et. 25^p to a heap of Stones N. 11 Et. 56^p to a large white oak Tree Mk. & near Reed's Line 74 rods in the whole to a heap of Stones N. 22 Et. 38^p to a heap of Stones on a rock N. 6 Et. 61^p to a heap of Stones on a rock East of the Path N. 11 Et. 86^p to a heap of Stones on a great Rock N. 14 Et. 63^p to a heap of Stones N. 14 Et. 96^p to a small heap of Stones N. 27 Et. 66^p to a heap of Stones in a hollow Et. 44 N. 68^p to a pine Staddle Mk. & N. 19 Et. 24^p to an Oak Stake N. 4 Et. 48^p to a pine tree Mk. & N. 90^p to a pine Stake on the hill N. 29 Et. 126^p to a heap of Stones the West Side the Path N. 41 Et. 17^p to a pine tree Mk. at the End of the Dug Way N. 18 Et. 24^p to the middle of the Pole bridge 26 rods in the whole Et. 42 N. 28^p to a heap of Stones about one rod South of the North End of Dug Way East Side N. 12 Et. 107^p to a pine tree Mk. & N. 14 Et. 33^p to a pine tree at the foot of the hill West Side of mountain at the End of Dug Way N. 25 Et. 40^p to a heap of Stones one rod East of the Path N. 2 Et. 55^p to a heap of Stones N. 15 Et. 52^p to a heap of Stones two rods East of Kerly's fence N. 26 Et. 44^p to a small pine bush N. 35 Et. 59^p to a heap of Stones N. 42 Et. 17^p to the middle of the bridge over the East Branch in the whole 27 rods and a half to a pine Stump Mk. & N. 12 Et. 24^p to a pine tree Mk. & N. 35 Et. 45^p to a pine tree about 10 rods South of the meeting house N. 6 Et. 30^p to a Stake & Stones six rods West door of the meeting House in Greenwich N. 26 Et. 366^p to a pine tree stoops to the East Mk. ND. AS. ES. TG. IB. then Et. 23 N. 33^p to an oak Bush Mk. N. 38 Et. 42^p to a Dead pine Tree Mk. & Et. 31 N. 27^p to the Corner of a Log fence Et. 14 N. 24^p to a small heap of Stones a little East of upper End of the Dug Way N. 38 Et. 20^p to a heap of Stones N. 3 Et. 52^p to pine tree Mk. & this Course crosses a small swamp Et. 35 N. 49^p to a heap of Stones in the Country road that goes from Hadley across the North End of Greenwich. Stones are the North Side of the Path where the road turns round the hill and comes against Capt. Powers' fence - And the aforesaid Road to be four Rods wide all the whole Length of it excepting ten rod in Length against Dea. Seth Shaws as aforesaid and the place or Line where we run to be the middle of said Road June 26th 1761

Elijah Smith Seal Nathl. Dwight Seal
 Jo. Bridgman Seal Abner Smith Seal
 Thomas Chapin Seal

Hampshire ss June 27 1761 pursuant to an order made by the Court of General Sessions of the peace held at Springfield August Term 1760 for the laying out a road from the Country Road in Palmer through Ware River Parish to Hardwick in the County of Worcester -

277. We the Subscribers being appointed by said Court for that Purpose and having
 High Way been duly sworn for the faithful Performance of ^{from} S^d Service we gave reasonable
 Hardwick Notice to all persons interested of the Time and Place of our Meeting when
 Palmer We went to perform said Service & June 27 1761 we began at a black oak
 Staddle in or near the Line between said Hardwick and Ware River Parishes
 on the west Side of the Path that goes from Simons' house to Mr. Fay;
 in said Hardwick m^d Q with Stones about it and from thence we run
 South 59° to a heap of Stones in the North End of Simons' Lane S°
 12° Wt 18° was right against Simons' Door 2 rods east of it in the whole
 twenty six rods S° 19° East 26° to a heap of Stones East 30° S° 22° a heap of
 Stones just between two Noles - S° 19° E 35° then S° 1° Wt 22° then S° 20° E
 8° to a heap of Stones by the Pond S° 29° Wt 52½° to a heap of Stones 3 rods
 from or above a barn S° 17° E 56° to a heap of Stones top of a Nole S° 25°
 East 33° to a heap of Stones S° 32° Wt 79° to a heap of Stones by the Corner of
 Breckenridge's fence S° 5° Wt 10° to a heap of Stones in the field S° 33° Wt
 51° to a heap of Stones in the fence S° 38° E 10½° to a heap of Stones S° 38° Wt
 15° to a heap of Stones S° 44° Wt 28° This Course end, E 20° S° 2½° from the
 Corner of W^m Breckenridge's House S° 12° Wt 15½° to a heap of Stones on a Rock
 S° 2° Wt 93° to a heap of Stones just in the Edge of the Plow-Land S° 7° 30° Wt
 29° to a point of Rocks & heap of Stones S° 7° Wt 32° to a pine Tree m^d Q
 S° 39° Wt 30½° to a pine Tree m^d Q S° 11° Wt 24° to a heap of Stones near the
 South Point of a Ridge E 8° N 12° then S° 20° to a heap of Stones S° 19° Wt 32° to
 a heap of Stones Wt 36° S° 58° to a pine Tree m^d Q Course continued, of whole
 Eighty eight rods to a heap of Stones S° 27° Wt 42° this Course passes by Jedd-
 diah Ayres' house to a heap of Stones by the Pond S° 45° Wt 48° to a heap
 of Stones in the Birch Bushes S° 19° Wt 84° to a pine Tree m^d Q S° 16° E 22°
 to a heap of Stones S° 28° Wt 48° to a heap of Stones at the foot of the hill
 Wt 35° S° 11° to a heap of Stones Wt 5° S° 30° to a heap of Stones S° 28° Wt 16½° to
 a heap of Stones S° 20° Wt 53° to a heap of Stones S° 38° Wt 58° to a heap of Stone
 S° 1° Wt 44° to the middle of the Country Road the West End of Blackmer's house
 a heap of Stones - And as we now come into the Country Road that goes thro'
 Ware River Parish that is established and recorded the Committee agreed not
 to alter it so we went westward in said Country road till we got over the
 stony Nole west of Richard Rogers' about 40 rods and began at a large heap
 of Stones by a pine stump in the hollow the South Side of the road and run
 from thence Wt 44° S° 28° to the river bank in the whole 34 perch over the
 river on the bank Wt 15° S° 45° to a heap of Stones by the Path S° 20° Wt
 20° to a heap of Stones the South Side of the Path Wt 40° S° 8° to a pine
 Staddle m^d Q S° 27° Wt 50° to a heap of Stones on a Stony Nole S° 38° Wt
 47° to a pine Tree m^d Q S° 30° Wt 46° to a white oak bush m^d Q S° 13° Wt 36°
 to a pine bush m^d Q this Course goes by Stephen Blackmer's New frame
 about three rods west of it S° 42° Wt 26° to a heap of Stones Wt 30° S° 16° to a
 white oak Staddle m^d Q Wt 20° S° 53° ends right against Dr. William
 M^t Clanathan's Door of his house two rods east of it the farm that was
 John Bernan's S° 45° Wt 43° to a heap of Stones by the fence S° 20° Wt 26°
 then S° 38° Wt 15° to a pine Staddle m^d Q S° 7° Wt 30½° to a pine Staddle m^d Q
 S° 17° Wt 34° to pine Staddle m^d Q about ten rods North of Hugh Smith's fence
 S° 18° E 26° to a heap of Stones in the hollow S° 15° Wt 52° to a small white oak
 Staddle m^d Q South 19° to a heap of Stones ag^t Hugh Smith's House S° 28° Wt
 26° to a heap of Stones Wt 36° S° 12° to an Oak Tree by Mr. Mitchell's Shop m^d Q
 Wt 26°

Highway
(continued)

Wt 26th 18th to a heap of Stones a little west of the Burn this last corner paper
by Mr. Mitchel's House S^o 10th Wt 26th to a black oak Saddle M^d Q S^o 21st Wt
43rd to a heap of Stones west Side of the Path five rods Northward of Hunter's
Stone Bridge S^o 3rd Et 24th to a heap of Stones S^o 13th Wt 25th to a heap of Stones
S^o 28th Et Q^o ends right against Hunter's door in the whole 41st to a heap of
Stones 2 Rods within Col^d Dwight's Line S^o 20th Wt 66th to a heap of Stones one
Rod west of the fence S^o 15th Wt 52th to Col^d Dwight's South Line in the whole
seventy four rods to a heap of Stones S^o till the Path Wt 3rd S^o 12th to a heap
of Stones Wt 12th N^o 16th to a heap of Stones Wt 16th S^o 11th P^o to a heap of Stones at
the foot of the Hill west of the Path S^o 16th Wt 11th to a heap of Stones by the
fence Et 37th S^o 8th to an oak Saddle M^d Q with Stones by it S^o 10th Et 19th to a
heap of Stones S^o 12th Wt 10th to a heap of Stones S^o 10th Wt 28th then S^o 22th Wt 12th
to a heap of Stones 2 rods west of the middle between W^m Sharer's West
Windows S^o 38th Et 6th to the corner of Sharer's fence S^o 14th Wt 14th P^o to a heap
of Stones over the brook Wt 31st S^o 34th to a heap of Stones Wt 2nd S^o 22th Stones at the
corner of the fence S^o 12th Wt 26th Entered the dug Way at the foot of the Hill
S^o 30th Wt 16th then S^o 43rd Wt 18 near the top of the hill all the Way in the Dug
Way S^o 11th Wt 9th to an oak Saddle M^d Q East Side of the Path Wt 44th S^o 17th
to a poplar Saddle East Side of the Path M^d Q Wt 20th S^o ends one rod South of
a pine Tree M^d Q Wt 10th S^o 21st to a small black oak Saddle one rod from fence
M^d Q Wt 31st S^o 12th to a heap of Stones Wt of the Path S^o 41st Wt 8th then Wt 31st S^o
20th ends 2 rods South of the Northeast corner of Duncan Quantan's House Wt
25th S^o 32th to a White oak Saddle M^d Q in the Center of the road that was laid
from the Country road in Palmer to the Country Road in Greenwich which
Road answers for the Rest of the afores^d Road down to the Road in Palmer the
afores^d Road to be four Rods wide the whole Length of it and the Line where
we run to be the middle of S^d Road July 11th 1761

Nath^l. Dwight & Seal
Jos^h. Bridgman & Seal Abner Smith & Seal
Tho^s. Chapin & Seal Elijah Smith & Seal

Width

Here followeth the Estimation of each man's Damage of the afores^d Road
going through their Land in Palmer viz

To John King	£0. 14. 0.
To John Moor	0. 4. 0.
To W ^m . M ^d Mathanathan	15. 0.
To Hugh Smith	6. 0.
To W ^m . Mitchel	16. 0.
To Robert Hunter	15. 0.

Also here followeth the Estimation of Damages to People in Ware River
Parish by Reason of S^d Road going thro' their Land viz

To W ^m . Breakenridge	£1. 2. 0.
To Tho ^s . Jenkins	8. 0.
To Jedediah & Ephraim Ayer	16. 0.
To Rich ^d . Rogers	1. 5. 0.

Elijah Smith & Seal Nath^l. Dwight & Seal
Jos^h. Bridgman & Seal Abner Smith & Seal
Thomas Chapin & Seal

The foregoing return was originally made & presented to this Court
(as it stands above) at the last Term thereof and it was then ordered that if
said Return should lie to this Term of if Court for if Court Consideration &c
And the Return of the laying of if ways above^d was now read - And if

Same is allowed. & it is ordered by the Court the s^d Return be recorded in of Records of this Court and that the ways therein described be afterwards known as Highways. The foregoing Estimate of the Damages done of several persons above named in the Return of the s^d Committee's several Estimates afores^d is also allowed by this Court & it is ordered that the s^d Persons be paid and Satisfied their Damage respectively as of Law directs

Highway from North to Hingham Whereas we the Subscribers David Smith Samuel Gaylord Oliver Warner John Eastman and Eleazer Nash were appointed a Committee by the Court of General Sessions of the Peace for the County of Hampshire to view and lay out a Highway or Road from Northampton meeting House to the Center of the new Township called Hingham by the nearest and most direct course the Ground would admit of, after having given reasonable Notice to all Persons interested according to Law of the time and place of our meeting We met at Northampton at the House of Capt. W^m Lyman on Monday the 13th of April in order to perform the s^d Service and being sworn by Joseph Hawley Esq to the faithful Performance of said Service according to our best Skill and Judgment proceeded to view the Grounds being piloted by three of the Select men of Northampton and by Elisha Warner who had spent some time in viewing in order to find the best Ground for a road We went first out in the middle road so called which road leads out over Northampton mill-river at a bridge called Rail Hill Bridge and goes through part of Hatfield bounds this road we viewed till it met with a road called the South Road in said Hingham and returned back in that Road and viewed the said road to Northampton The Committee Judged the middle road the nearest and best for the public but nobody appearing to pilot us in the north or Pontoojuck road and not being willing to lay out the Road till we had viewed that and by the advice of Major Hawley adjourned to some future time And after having again given reasonable Notice to all persons interested of the time and place of our meeting met at Northampton Tuesday the 28th day of July for the further viewing and to lay out the aforesaid Highway and proceeded to view the Pontoojuck Road; viewed that road as far as Miller's farm & having no Pilot to go further returned to the middle road and viewed of Road up to the Center of Hingham by a straiter course in Hingham than we were led before, the Committee still Judged this middle road to be the nearest and best for the Public. We therefore began at a Hemlock Tree M^d Width. Q H W for the Center of the road or Highway of six perch wide we now lay out which Tree stands on a hill west of the middle branch of Westfield River and at or near the Center of said Hingham from which Tree we run E 42° S 18 perch to a Hemlock Tree M^d H W. S 35° E 7 perch then S 32 E 6° to a hemlock M^d H W. E 27° S 54° to a Beach tree M^d H W. E 40° S 26° to a hemlock Tree M^d H W for the Center of the road E 35° S 18° to a hemlock Tree M^d H W for the Center of the Road S 20° E 9° then S 42 E 8° 12 Links to a beach Tree M^d H W for the Center of the Road S 39° E 10° to a Beach M^d H W. E 28° S 52° to a beach tree M^d H W for the Center E 1° N 18° then E 33° N 8° to a beach M^d H W for the Center of the Road E 30° N 10° to a hemlock Tree M^d H W for Center of the Road E 6° N 14° then N 36° E 7° then E 22° N 6° to a tree M^d H W for the Center E 10° N 7° to a hemlock Tree on the East Side of the middle branch of Westfield River M^d H W for the Center of the Road

32^d N 19^d to a Hemlock Mk^d H W for the Center of the road N 31^d E 14^d to a Hemlock
Tree Mk^d H W E 8^d N 10^d then N 25^d E 8^d to Hemlock Mk^d H W E 15^d N 26^d then E 2^d S. (Continued)
16^d to a Hemlock mk^d H W E 4^d N 39^d to a Hemlock tree Mk^d H W E 21^d N 14^d then
E 4^d S. 21^d to a maple Mk^d H W for the center of the Road which stands on the
South Side of Warner's Cleared Land E 4^d S. 16^d to a maple tree Mk^d H W for
Center of the Road E 11^d N 10^d to a beech tree Mk^d H W E 4^d N 16^d to a maple tree
Mk^d H W E 17^d S. 9^d to a beech Staddle Mk^d H W for the Center of the Road E 5^d S.
29^d to a maple Mk^d H W for the Center of the Road E 23^d S. 11^d to a beech Mk^d H W.
for the Center of the Road E 10^d S. 10 p. to a maple tree on the East Side of the East
Branch of westfield River Mk^d H W. E 12 S. 29^d to a beech m^d H W. for Center
of the road S 43^d E 10^d to a tree m^d S. 36^d E 18^d to a tree m^d E 42^d S. 9^d to a tree m^d
E 32^d S. 40^d to a tree m^d S. E 8^d to a Tree m^d S. 23 E 14^d to a tree m^d S. 26 E 12^d to a
tree m^d E. 5 S. 13^d to a Tree m^d E 23 S. 11^d to a Tree m^d S. 38 E 6^d to a tree m^d E 43^d
S. 10^d to a tree m^d E. 19 S. 13^d to a Tree m^d E. 31 S. 14^d to a tree m^d S. E. 8^d to a tree
m^d S. 8 perch to a tree m^d S. 21 E. 10 perch to a tree m^d S. 10 E 22^d to a Tree m^d
S. E. 20^d to a Tree m^d E. 35 S. 16^d to a Tree m^d Here we judged it was needful the Width
Road should be 10 rods wide and from this place to Hatfield Line the road is 10
rods wide S. 27^d E. 6^d to a tree m^d S. 41 E. 10^d to a tree m^d E. 23 S. 11^d to a Tree m^d S. 40 E.
9^d to a Tree m^d S. 44 E. 20^d to a Tree m^d E 7^d N. 9^d to a tree m^d E. 1^d N. 6^d to a tree m^d
E. 14 S. 28^d to a tree m^d E. 26 S. 18^d to a beech tree m^d H W and in the Center of Road
here we enter Hatfield bounds and here we again lay the Road 6 rods wide Width
from the afores^d beech tree we continued the road E. 11 S. 10^d to a tree m^d E. 11^d to a
Tree m^d E. 13 N. 11^d to a tree m^d E 40^d S. 19^d to a Tree m^d E. 20 N. 8^d to a tree m^d E. 36 S.
15^d to a tree m^d E. 27 S. 20^d to a large Chestnut Tree m^d which stands on a hill
called Battle-Cock E 24^d S. 18^d to a Tree m^d E. 36 S. 38^d to a tree m^d S. 36 E. 20^d
to a tree m^d S. 41 E. 22^d to a Tree m^d S. 39 E. 23^d to a tree m^d E. 13 S. 8^d to a tree m^d
E. 24^d N. 19^d to a Tree m^d E. 41 N. 16^d to a tree m^d E. 17 N. 20^d to a tree m^d E. 2^d S. 9^d
to a Tree m^d E. 17 S. 26^d to a tree m^d E 44^d S. 26^d to a tree m^d S. 26 E 12^d to a Tree
m^d S. 43 E. 10^d to a Tree m^d S. 31 E 6^d to a tree m^d E. 31 S. 14 perch to a tree m^d
E. 20 E 34 perch to a tree m^d S. 28 E 14 perch to a tree m^d S. 39 E 14 perch to
a Tree m^d E. 20 S. 24 perch to a tree m^d E 44^d S. 16 perch to a Tree m^d E. 29 S.
3 perch to a Tree m^d E. 14 S. 61 perch to a Tree m^d E 7^d N. 40 perch to a tree m^d
32^d S. 38 perch to a Tree m^d E. 10 N. 21 perch to a tree m^d E. 26 S. 13 perch to a
Tree m^d E. 8 S. 25 perch to a tree m^d E 22^d S. 15 perch to a Tree m^d E 34^d S. 26^d
to a Beech Tree m^d near the Top of Daniel Pomroy's hill so called, and - Width
from this Place eastward to the foot of the said Pomroy's hill we lay the Road
10 rods wide from the aforesaid Beech Tree we continued the Road E 38^d S. 16^d
to a Tree m^d S. 38 E 10 perch to a tree m^d E. 15 S. 16 perch to a Tree m^d E. 31 S. 15 perch
to a Tree m^d E 34^d S. 30^d S. 11 perch to a Tree m^d E. 39 S. 14 perch to a Tree m^d S. 34 E 12
perch to a Tree m^d E 40^d S. to a dry maple Tree m^d which stands at the foot of
the afores^d Daniel Pomroy's hill and at this Tree we narrow the Road to Width
six rods wide from the S. maple Tree the road continues E 15^d S. 15 perch to a
Tree m^d E 16 N. 24 perch to a tree m^d E 27^d S. 10 perch to a Tree m^d S. 31 E 34^d
to a Staddle m^d E 25^d S. 19 perch to a Tree m^d S. 43 E. 22 perch to a Tree m^d E. 19 S.
23 perch to a Tree m^d E. 31 S. 18 perch to a Tree m^d E 34^d S. 15 perch S. 20 E. 21 p.
to a Tree m^d S. 8 W. 24 perch to a poplar Tree m^d here we enter Northampton
bounds from the afores^d Poplar tree we continued the road S. 28 E. 23 perch to a
Tree m^d E. 36 E. 15 perch to a Tree m^d E 40 S. 26 perch to a tree m^d S. 22 E. 22 p.
to a Tree m^d S. 21 E 11^d to a Tree m^d E. 23 S. 15 perch to a Tree m^d E. 13 S. 15 p.
to a Tree m^d E 28^d S. 12 perch to a tree m^d S. 32 E. 12 perch to a Tree m^d E. 40 S. 12 p.

279. to a Tree m^d S. 25^o E. 37 perch to a Tree m^d S. 39^o East 31 perch to a Tree m^d S. 23^o E. 31 p^t.
 HighWay) to a Tree m^d S. 32^o E. 19 perch to a Tree m^d S. 41^o E. 61 perch to a Tree m^d E. 8^o N. 16 p^t.
 (continued) to a Tree m^d E. 6^o S. 18 perch to a Tree m^d E. 2^o N. 12 perch to a Tree m^d H W and
 N.B: stands in the center of the Road. Note all the Trees on this Road to this place
 are marked are marked H W. and stands in the center of the Road from y^e
 aforesaid Tree we run E. 17^o S. 60 perch to a Stake marked for the Center of y^e Road
 S. 31^o E. 12 perch to a heap of Stones on the South Side of the road and on y^e
 west Side of Northampton mill-River E. 18^o S. 12 perch to a rock on y^e East
 Side of the river and South Side of the Road S. 28^o E. 15 perch to a Saddle of
 East Side of the road m^d H W. S. 12^o E. 36 perch to a pine Saddle in y^e center
 of the Road m^d H W. S. 39^o E. 16 perch to a spruce in y^e center of the road m^d H
 W. E. 18^o S. 11 perch to a Rock on the South Side of the Road E. 9^o N. 28 perch to
 a heap of Stones on the North Side of the road E. 41^o S. 16 perch to a spruce
 Tree in the Center of the road m^d E. 20^o S. 65 perch to a Saddle on the N. Side
 of the Road m^d H W. here we left work for that night Thursday morning we
 began at y^e aforesaid Saddle and continued the Road S. 42^o 30^m E. 24 perch to a
 Saddle in the center of the road m^d E. 30^o S. 16 perch to a Saddle on the N. Side
 of the Road m^d H W. E. 33^o S. 16 perch to a Tree in y^e center of the Road m^d H W.
 on the East Side of Rail Hill Brooks S. 38^o E. 38 perch to a pine Tree on y^e
 S. side of the Road m^d H W. S. 40^o E. 44^o to a Saddle on the Northeast Side
 of the Road m^d H W. S. 23^o E. 34 perch to a saddle in the center of the road
 m^d H W. Here we leave Pontotuck Road S. 38^o E. 105 perch to a Saddle in
 the center of the road m^d H W. S. 20^o E. 19 perch to a Saddle in the center of
 the road m^d H W. E. 41^o S. 8 perch to a Saddle on the North Side of the road
 m^d H W. S. 25^o E. 25 perch to a Tree in the center of the road m^d H W. S. 24^o E.
 22 perch to a Tree in y^e center of the Road m^d H W. S. 39^o E. 17 perch to a saddle
 in the Center of the road m^d H W. E. 44^o S. 9 perch to a pine in y^e center of y^e road
 m^d H W. E. 41^o S. 12 perch to a pine in the center of the road m^d H W. E. 20^o S. 42 p^t
 to a pine in the center of y^e road m^d H W. E. 30^o S. 31 perch to a pine in the
 Center of the road m^d H W. E. 2^o S. 47 perch to a stake on the N. Side of y^e road
 m^d H W. E. 23^o S. 24 perch to a pine in the center of the Road m^d H W. E. 34^o S. 92 p^t
 to a heap of Stones in the center of the Road and on the East Side of Broughton
 Meadow Brooks E. 14^o N. 13 perch to a pine Saddle in the Center of y^e road m^d
 H W. E. 38^o S. 45 perch to a heap of Stones in the center of the road E. 40^o S.
 34 perch to a Saddle the north Side of the Road m^d H W. S. 10^o E. 42 perch
 to a Saddle on the East Side of the Road m^d H W. S. 4^o E. 42 perch to a heap
 of Stones on the East Side of the Road S. 15^o E. 40 perch to a rock in the Center of y^e road in y^e
 Street 136 west of Joseph Hunt's House from the Rock to Northampton
 meeting House is 323 perch and here we lay the road in y^e Street that leads
 in by the Hunt Capt. Corneroy and then to the meeting House and y^e Width
 their Road now is ~

David Smith & Seal
 Samuel Gaylord & Seal
 Eleazer Nash & Seal
 Oliver Warner & Seal
 } Comtee

Whereas we David Smith Samuel Gaylord Eleazer Nash Oliver Warner &
 John Eastman the Committee appointed to view and lay out a High Way from
 Northampton to New Hingham being again directed under the former Order fur-
 ther to consider the Road we were directed to explore and lay out. and also appointed
 to view

to view the Road already laid out from the Town Street in Hatfield to Pontoo-
such road so called and alter the same if we thought proper and lay it out
anew and also lay out a road from the aforesaid Pontoo such Road north near the
Center of Hatfield three mile addition so called to the Center of H^{ingham}
ham and from thence westerly as direct as we could till we should get
into the Country Road westerly of Westfield River and also consider and de-
termine whether the Country road leading from Northampton through
Hatfield and thence westward till the new proposed Road intersect of same
may be discontinued with advantage to the Public viz the whole length
aforesaid, or if not, what part thereof. We the s^d Committee after having
given proper Notice to all Persons interested of the time and place of our
meeting met at Hatfield on Monday the 12th Day of Oct^r and proceeded
to view the road leading from Hatfield to Pontoo such Road and altered if
same at the mountain in Mr. Hubbard's Land and at Warner's & Smith's house
And at a place called Gunstock left of Jury road to the North we also pro-
ceeded on and viewed the Grounds to Hingham thro' Hatfield three mile
Addition and west of s^d Hingham until we met with the Country road,
leading to Pittsfield - We judging it convenient for the Public to lay out the
Road we had viewed therefore one of the Committee with three men laid
out the s^d Road from the 12 mile tree in Pontoo such road back to s^d Center
of Hingham and the other four went on in viewing the Pontoo such Road &
the Committee judge the said Pontoo such Road may be discontinued with
Advantage to s^d Public from y^e Place where the new Road intersects of said
Pontoo such Road 52¹/₂ perch east of s^d 12 mile Tree down to where the North
ampton Road intersect the s^d Road a little Eastward of Rail Hill Bridge.
We therefore began at a mastick Tree m^d Q H W which Tree stands in Pontoo such
Road 5th perch 10 feet east of the 12 mile Tree from Pittsfield and in the center
of the High Way we now lay on said road to be Six perch wide from the s^d (Width
mastick tree we run first S. 6th E. 130 perch to a Hackmestack in the Center of
the road marked H W for High Way as are all the Trees on this road that are
marked except otherwise described thence S. 15th E. 30. perch to a Tree marked -
S. 35th E. 18 perch to a Tree m^d S. E. 10 perch to a Tree m^d E. 18th S. 10 perch to a Tree m^d
S. 35th E. 22 perch to a Tree m^d S. E. 18 perch to a Tree m^d S. 15th E. 46 perch to a tree.
m^d S. 35th E. 34 perch to a tree m^d & marked I. mile from Pontoo such road, miles
E. 17th S. 20 perch to a Tree m^d S. 40th E. 26 perch to a Tree m^d E. 10th N. 56 perch to a tree
m^d E. 10th S. 46 perch to a Tree m^d E. 10th N. 20 perch to a Tree m^d S. E. 37 perch to a tree
m^d S. 23th E. 58 perch to a Tree m^d E. 26th S. 22 perch to a Tree m^d S. 28th E. 27 p.
to a Tree m^d and marked II mile from pontoo such road S. 23th E. 62 perch to a II
Tree m^d E. 40th S. 48 perch to a Tree m^d S. 4th E. 25 perch to a Tree m^d S. 16th E. 33 perch
to a Tree m^d S. 29th E. 31 perch to a Tree m^d S. E. 31 perch to a Tree m^d S. 19th E. 14 p.
to a Tree m^d S. 31 perch to a Tree m^d S. 42th E. 10 perch to a tree m^d E. 40th S. 14 p.
to a Tree m^d E. 15th S. 21. perch to a Tree m^d and marked a Tree III mile from III
Pontoo such road E. 25th S. 27 perch to a Tree m^d S. E. 57. perch to a Tree m^d and
left works for that night Thursday morning began at y^e afores^d Tree & contin^d
the Course S. E. 20 perch further to a Tree m^d S. 20th E. 45 perch to a Tree m^d S. E.
80 perch to a Tree m^d S. 5th E. 50 perch to a Tree m^d S. E. 80 perch to a white ash
Tree m^d and m^d IIII mile from pontoo such road continue S. E. 270 perch to a IIII
Tree m^d S. 40 perch to a Tree m^d S. 20th E. 10 perch to a Tree m^d and m^d IIII mile IIII
from pontoo such road S. 10th E. 40 perch to a Tree m^d S. 42th E. 47 perch to a Tree
m^d E. 35th S. 21 perch to a Tree m^d S. 27th E. 8 perch to a Tree m^d S. E. 12 p. to a tree m^d
S. 34th

2730.
 Highway (Continued)
 E. 34° S. 18 perch to a Tree m. S. 31° E. 17 perch to a Tree m. S. 15° E. 22 perch to a Tree m. S. 41° E. 22 perch to a Tree m. E. 31° S. 12 perch to a Tree m. S. E. 22 perch to a Tree m. S. 40° E. 10 perch to a Tree m. E. 20° S. 16 perch to a Tree m. E. 40° S. 22 p.
 6 miles - to a Tree m. E. 24° S. 20 perch to a Tree m. and m. Six mile from Pontotook road thence S. 17° E. 8 perch to a Tree m. S. 31° E. 16 perch to a Tree m. E. 37° N.
 Width - 30 perch to a Tree marked here the road in this and the next Course 10 perch wide S. 5° W. 11 perch to a Tree m. E. 17° S. 16 perch to a Tree m. E. 29° N. 16 perch to a Tree m. N. 30° E. 14 perch to a Tree m. E. 41° S. 12 perch to a Tree m. E. 2° N. 12 perch to a Tree m. E. 31° S. 22 perch to a Tree m. S. 35° E. 22 perch to a Tree m. E. 15° S. 28 perch to a Tree m. S. 35° E. 16 perch to a Tree m. E. 3° S. 30 perch to a Tree m. E. 28° S. 42 perch to a Tree m. N. 12° 30" E. 24 perch to a Tree m. N. 15° E.
 VII. mile - 10 perch to a Tree m. N. 22° E. 20 perch to a Tree m. and marked VII mile from Pontotook road N. 28° E. 24 perch to a Tree marked N. 30° E. 40 perch to a Tree m. N. 18 perch to a Tree m. N. 8° E. 50 perch to a Tree m. N. 42° E. 12 p. to a Tree m. N. 37° E. 14 perch to a Tree m. N. 26° E. 9 perch to a Tree m. E. 16° N. 21 perch to a Tree m. E. 20° N. 31 perch to a Tree m. E. 26° S. 10 perch to a Tree m. E. 5° S. 17 perch to a Tree m. E. 41° S. 22 perch to a Tree m. S. 11° E. 10 perch to a Tree m. E. 8° S. 20 perch to a Tree m. which stands on the bank the west side of Westfield River E. 34° S. 10 perch across the River to a black oak Tree on the bank on the East side of the River m. N. 27° E. 6 perch to a Tree marked N. 7° W. 8 perch to a Tree m. N. 29° E. 20 perch to a Tree m. N. 31° E. 10 perch
 VIII S. to a Tree m. and m. VIII mile from Pontotook road. E. 25° N. 10 perch to a Tree m. E. 20° N. 12 perch to a Tree m. E. 42° S. 30 p. to a Tree m. E. 32° S. 16 p. to a Tree m. which stands on the Top of the hill east of Westfield River E. 39° S. 18 perch to a Tree m. E. 41° S. 8 perch to a Tree m. E. 30° S. 27 perch to a Tree m. E. 12° S. 14 perch to a Tree m. E. 15° S. 8 perch to a Tree m. E. 2° S. 14 perch to a Tree m. E. 9° N. 10 perch to a Chestnut Tree m. and left work for that night. Friday morning began at the S. Chestnut Tree and run E. 27° perch to a Tree m. E. 2° S. 14 perch to a Tree m. E. 15° S. 22 perch to a Tree m. E. 15° S. 88 perch to a Tree marked and marked VIII then continue E. 15° S. 50 perch further to a Tree m. E. 8° S. 10 perch to a Tree m. E. 30° S. 51 perch to a Tree m. E. 5° S. 6 perch to a Tree m. E. 15° S. 60. perch to a Beech Tree m. H. W. MHT called the meeting House place at the Center of Hingham thence E. 2° N. 17 perch to a Tree m. E. 13° N. 14 perch to a Tree m. E. 23° N. 18 perch to a Tree m. To a Hemlock Tree m. H. W. which is the Tree we began the Road to Northampton at and left work for that time and concluded to adjourn to Tuesday the 27th day of Oct. to meet at Northampton & returned Home. The the aforesaid Committee met accordingly at Northampton on Tuesday the 27th day of October further to consider the Roads from Northampton to New Hingham. We set out from Northampton further to consider and measure the South Road we began where y. Roads part on a plain 811 perch from Northampton meeting House measured to where the roads part in Hingham one going to Warner's farm the other over the river up to the Center of said Town found S. South Road 11 miles 205 p. to that place. found that it must be near 2 miles of longest road and if ground not so good as the other Road The Committee judged the road already laid out best for the Public We Therefore returned back to Northampton and Thursday
 High Way from Hatfield to Hingham
 went to Hatfield to lay out the road from Hatfield to Hingham that we had before viewed. We began at Hatfield meeting House at the Northeast Corner of the Belkny and m. a clapboard & for the Center of the High Way of -

of Six perch Wide we now lay out from S. meeting House we run first N. $16^{\circ} 30'$ E. 74 rods in Hatfield Street to the Center of the Lane north of Meeting House thence west $16^{\circ} 30'$ N 72 perch thence west $32^{\circ} 30'$ N. 40 perch W. 25° N. 28ⁿ then N. 33° W 18 perch to a Stake the Center of the Road W. 6° N. 30 perch to a Stake marked in Dea Wait's Land Through Which we lay the road then W. 19° N. 22 perch N. $41^{\circ} 30'$ W. 13 perch to Center of the road W. 11° N. 13 1/4 p. the Center of the Road W. 22° N 29 perch N. $37^{\circ} 30'$ W. 36 perch to a Staddlern. H.W. and in the Center of the road - as all the trees and Staddles that are marked are on H.W. and stand in the Center of the road except otherwise described. N. 9° W. 56 perch W. $31^{\circ} 30'$ N. 21 perch W. 34° S. 32 perch to a bridge at Hatfield mill river W. 1° S. 22 perch N. 44° W. 14 perch to a Stake m. and m. 11 miles from Hatfield meeting House (continue y. four rods further - 2 miles to a Staddle m. W. 26° N 27 perch to a Chestnut tree m. N. 31° W. 18 perch. N. 37° W. 27 perch N. 24° W. 21 perch N. 31° W. 40 perch W. 26° N. 14 perch N. 29° W. 11 perch W. 10° S. 21 perch to the foot of the mountain W. 35° N. 10 perch W. 27° S. 14 perch to a Tree m. W. 30° N. $14\frac{1}{2}$ perch to a Tree m. W. 26 perch to a pine Tree m. N. 27° W 21 perch to a Tree m. N. 12° E. 25 perch to a Tree m. N. 28° W. 24 perch to a Tree m. N. 22° E. 24 perch to a Tree m. and marked 111 miles 3 miles from Hatfield meeting House N. 36° W. 34 perch to a Tree m. W. 20° N 16 perch to a Tree m. N. 17° W 28 perch to a Tree m. N. 31° W. 24 perch to a Tree m. N. $2^{\circ} 30'$ E. 22 perch to a Tree m. W. 22° N. 46 perch to a Tree m. N. 40 W 26 perch to a Tree m. N. 21° W. 38 perch to a Tree m. the north Side of the Road N. 42° W 35 p. to a Tree m. W. 18° N. 14 perch to a Tree m. W. 27° N. 31. perch to a Staddle m. and marked 111 miles from Hatfield meeting House then W. 20° N. 28 p. perch to a 4 miles Tree m. W. 23° N. 22 perch to a tree m. N. 4° E. 16 perch to a Tree m. N. 20° E 14 p. to a Tree m. N. $7^{\circ} 30'$ W. 19 perch to a Tree N. 27° W. 20 perch to a Tree m. in the brook in the mountain W. 31° N. $17\frac{1}{2}$ perch to a Tree m. W. 11° N 22 perch to a Tree m. N. 43° W. 27 perch to a tree m. on the north Side of the road W. 11° S. 48 perch to a Tree m. on the South Side of the Road W. 4° N. 34 perch to a Tree m. S. side of the Road W. 17° N 51 perch to a blackoak Tree. m. y. South Side of the road W. 7° S. 11 perch to a tree m. the north Side of the Road W. 24° S. 16 perch to a Tree m. in the Center of the road W. $0^{\circ} 30'$ S. 16 perch to a tree m. which stands in a small brook and m. 111 miles from Hatfield meet 5 miles ing House. N. W. 10 perch to a Staddle m. W. 21° S. 14 perch to a Tree m. W. 24° S. 64 perch to a Tree m. W. 56 perch to a Tree m. and left work for that night Friday morning began at the S. Beech Tree and set off three perch north to the Center of the road and run W. 74 perch to a Tree m. N. 40° W. 24 p. perch to a Tree m. W. 10° N. 19 perch to a Tree m. W. 8° N. 10 perch to a Tree m. N. 28° W. 27 perch to a Tree m. W. 41° N. 29 perch to a Tree m. and mark. 6 miles - 6 miles from Hatfield meeting House W. 7° N. 25 perch to a Tree m. W. 2° S. 48 perch to a Tree m. a little west of a small brook and here we leave the jury road and run W. 19° N. 36 perch to a Tree m. the north Side of the road W. 6° S. 22 perch to a Tree m. on the South Side of the Road W. 13° N. 10 perch to a Tree m. W. 27° N. 34 perch to a Tree m. on the north Side of the Road W. 27° N. 19 perch to a Tree m. on the north Side of the road W. 5° S. 121 perch to a Tree m. on the North Side of the road and on the hill East of Jo. Wright's brook - 7 miles then (S.) W. 6 perch to a Tree m. (here we return and plan 7. W. 5° N 24 p. to a Tree m. N. 30° W 17 perch to a Tree m. N. 33° W. 9 p. perch to a Tree m. and stand on the Swamp West Side of Jo. Wright's brook W. 42° N. 11 perch to a

Road } Tree m^d. W. 23° N. 11 perch to a Tree m^d. the South Side of the Road N. 36° W. 7 perch
 (continued) to a Tree m^d. W. 9° N. 15 perch to a Tree m^d. W. 35° N. 14 perch to a Tree m^d. W. 13° 30' N.
 18 perch to a Tree m^d. W. 10° N. 17 perch to a Tree m^d. W. 16° N. 24 perch to a Tree m^d.
 W. 3° N. 14 perch to a Tree m^d. W. 16° N. 7½ perch to a Tree m^d. W. 29° N. 8 perch to
 a Tree m^d. W. 28 perch to a Tree m^d. W. 30° N. 25 perch to a Tree m^d. W. 20 perch
 8 miles. to a Tree m^d. W. 9° N. 11 perch to a Tree m^d. and marked 8 miles from Hatfield
 meeting house W. 17. perch to a Hornlock Tree m^d. W. 13° S. 15 perch to a Tree
 m^d. S. 40° W. 19. perch to a Tree m^d. S. 36° W. 16½ perch to a Tree m^d. S. 24° W. 19.
 perch to a Tree m^d. S. 30° W. 21 perch to a Tree m^d. W. 5° S. 40 perch to a Tree m^d.
 W. 3° N. 9 perch to a Tree m^d. W. 12° N. 10 perch to a Tree m^d. a Northampton
 mill River W. 34° N. 15 perch across the River to a Tree m^d. N. 46° W. 20 perch
 to a Tree m^d. W. 33° N. 25 perch to a Tree m^d. W. 2° N. 40 perch to a Tree m^d.
 Q H W. which stands in the Old Pontotuck road 20 perch N. W. of q. 28 -
 miles Tree and left work and went to view a road that a Committee was
 gone to explore but not finding the said Committee lay on the Road &
 Saturday morning spent some time in viewing but finding no better
 Road than the road we had before explored we returned home adjourning
 to Monday the 9th of Nov^r. Then met at Hatfield and went out on q^r road
 we had laid out and spent that in viewing and altering q^r road at a
 place called Gun Works Tuesday morning went to the s^r. Tree at Pontotuck
 Road m^d. Q H W when we left work (as a fore^r.) and run W. 33° N. 19
 perch in the Pontotuck road to a Tree m^d. W. 34° N. 18 perch to a Tree mark?
 N. 33° W. 14 perch to a Tree m^d. N. 32° W. 14 perch to a Tree m^d. N. 24° W. 10 p^r.
 to a Tree m^d. N. 21° W. 11 perch to a Tree m^d. N. 10° 30' W. 16 perch to a Tree m^d.
 here we leave the Pontotuck road and run W. 18° N. 13½ perch to a Tree m^d.
 W. 31° N. 16 perch to a Tree m^d. W. 36° N. 19 perch to a Tree m^d. W. 33° N. 19 perch
 to q^r North Side of the High Way laid out by Hatfield near q^r center of their
 three mile addition and run in the north line of s^r. High Way - and is q^r.
 North Side of the High Way we now lay out W. 2° S. 217 perch to a Tree m^d.
 W. 30° N. 14 perch to a Tree m^d. in the center of the road W. 20° N. 13 perch to a
 Tree m^d. W. 15° N. 10 perch to a Tree m^d. W. 5° S. 12 perch to a Tree m^d. W. 14° S. 8 p^r.
 to a Tree m^d. W. 16° N. 11 perch to a Tree m^d. W. 19° N. 15 perch to a Tree m^d. W. 3° N.
 13 perch to a Tree m^d. W. 16° 30' N. 22 perch to a Tree m^d. W. 32 perch to a Tree m^d.
 W. 25° S. 34 perch to a Tree m^d. W. 15° S. 24 perch to a Tree m^d. W. 18° N. 10 perch to a
 Tree m^d. W. 8° S. 29 perch to a Tree m^d. S. W. 8 perch to a Tree m^d. W. 36° S. 9 perch
 to a Tree m^d. W. 22° S. 9 perch to a Tree m^d. S. 40° N. 16 perch to a Tree m^d. S. 40° N.
 16 perch to a Tree m^d. (NB. The two last Courses are entered wrong in q^r return, as
 is evident, and ought to have been W. 4° S. 16½ - see q^r plan 7 - W. 25° S. 15½ p^r.
 to a Tree m^d. W. 11° S. 14 perch to a Tree m^d. S. 29° W. 10 perch to a Tree m^d. W. 36° S.
 14 perch to a Tree m^d. W. 7° S. 10 perch to a Tree m^d. W. 5° S. 14. perch to a Tree m^d.
 W. 18° S. 12 perch to a Tree m^d. W. 30° S. 18 perch to a Tree m^d. W. 1° N. 14 perch to a
 Tree m^d. W. 35° N. 20 perch to a Tree m^d. W. 30° N. 13½ perch to a Tree m^d. W. 6° S.
 10 perch to a Tree m^d. W. 9° S. 12½ perch to a Tree m^d. W. 19° S. 16 perch to a Tree
 m^d. W. 25° - 15 perch to a Tree m^d. S. 44° W. 14 perch to a Tree m^d. W. 34° S. 13 perch
 to a Tree m^d. S. 32° W. 12 perch to a Tree m^d. W. 44° S. 11 perch to a Tree m^d. W. 33° S.
 17½ perch to a Tree m^d. W. 31° S. 12 perch to a Tree m^d. W. 39° S. 16½ perch to a
 Tree m^d. W. 13° S. 13½ perch to a Tree m^d. W. 37° S. 27½ perch to a Tree m^d. W. 37° N.
 11½ perch to a Tree m^d. N. 29° W. 25 perch to a Tree m^d. N. 24° 30' W. 16½ perch
 to a Tree m^d. W. 40° N. 14 perch to a Tree m^d. W. 18° N. 10 perch to a Tree m^d. 15° N.
 22 perch to a Tree m^d. W. 3° N. 12 perch to a Tree m^d. W. 26° S. 18 perch to a Tree m^d. 17°

W. 17° 30' S. 16 perch to a Tree m. W. 9° S. 11 perch to a Tree m. W. 3° 30' N. 14½ perch to a Tree m. W. 25° N. 12 perch to a Tree m. W. 17° N. 10 perch to a Tree m. W. 18° 30' N. 8 perch to a Tree m. W. 4° N. 10 perch to a Tree m. W. 12° S. 7½ perch to a Tree m. S. 31° W. 10 perch to a Tree m. S. 9° 30' W. 6 perch to a Tree m. S. 30° W. 8 p. to a Tree m. W. 33° N. 3½ perch to a maple Tree m. which stands on the East Side of the last branch of Westfield river and in the road leading to Northampton newly laid out ~ laid by

David Smith	and	Seal	} from ~
Samuel Gaylord	---	do.	
Eleazer Nash	---	do.	
Oliver Warner	---	do.	

The foregoing return of the three several roads next preceding were now made. And the same having been now read and Considered, the Court do allow the Ways therein described. And order that the s. Return be recorded in the Records of this Court that the ways therein described and laid out may be hereafter known and used as public Ways common to all his majesty's liege Subjects. And it is also ordered that if Country Road formerly laid out from Northampton to Pontoosuck (now Pittsfield) shall be and hereby is discontinued from the West Side of the Township of Hatfield till it comes to the place where the road last above described which leads from the meeting ^{house} in Hatfield to Newttingham leaves of said Country road formerly laid out as afores.

We the Subscribers being appointed at his majesty's Court of Genl Sessions of the Peace begun and held at Springfield in and for County of Hampshire on the Third Tuesday of May being the 19th day of s. month Anno Dom 1761. a Committee to view the road leading from Jagersoll's Gate in Westfield through the great bottom to Northampton bounds also to view the road from Jagersoll's Gate aforesaid to the bounds of Suffield and determine the Expediency of altering the same and to make such alterations as we should judge necessary either by contracting & narrowing the old road or by wholly discontinuing it and laying out a new road or by both if we should judge it best pursuant to. Orders we gave notice to the Town of Westfield of our meeting for the purposes above mentioned and on Tuesday the third Day of November we proceeded to the viewing said Road and began to measure at Suffield Bounds in the Common Cart Path where now used against the house that Aaron Rising liveth at and run the following points of Compass for the center of s. Road which Road is to be Six rods wide until it comes to the Top of the hill at Two mile brook so called as followeth - from said Suffield bounds we run north thirty four degrees west thirty two Rods then West twenty one degrees and 30' North thirty four rods then North nine degrees and 30' West forty six rods then North fifteen deg. West Twenty Rods then north four degrees west thirty eight rods then west thirty Six Degrees North forty four rods then north thirty nine degrees west and thirty m. ninety rods brings said road against Moses Noble's Door then continued the same point twenty three rods more then north twenty three degrees west twenty four rods then North 3 degrees & thirty m. West fifteen rods then north ten degrees east fourteen rods then north eight degrees east thirteen Rods then north thirty two degrees east eight rods then North thirty degrees west twenty seven rods then north two degrees East

Fifty Eight Rods

(Continued) Fifty eight rods then north two Degrees west fifty two rods to a white oak
 Trees in the center of S^d Road marked the South Side of Coal brook so called or
 four mile brook then north nine rods then north nine Degrees west twenty
 three rods then north ten Degrees & 30^m East thirty six rods to a pine tree
 marked then north twenty four Degrees east twenty six rods then East -
 forty degrees north twenty rods then north thirty four degrees east sixteen rods
 then north thirty two Degrees east twenty one rods then north fifteen -
 degrees east forty six rods then north eleven degrees and 30^m East forty four rods
 then North Sixteen Degrees east Twenty rods then north eight degrees and 30^m East
 forty two rods then North twenty three degrees east and 30^m twenty five rods
 then north thirty five degrees east thirty six rods almost to dry gutter so called
 then north forty three degrees east thirteen Rods then north three degrees west
 eighteen rods then north thirteen degrees east sixteen Rods then north thirty
 two degrees and thirty m^t East thirteen Rods then north ten degrees east
 twenty Rods then north twenty two degrees east Twenty Two rods then north
 thirty six degrees east six rods then north thirteen degrees east four Rods then
 north seven degrees and thirty m^t West twenty six rods then north two degrees
 East sixteen Rods then north nine degrees west fourteen Rods then north two
 degrees east nine rods then north two degrees west twenty five rods then north
 eleven degrees east twelve rods then north twenty four degrees east seven
 Rods then north ten degrees east twenty two rods then north seven degrees
 west twenty three Rods to the Dug Hill then West twenty nine degrees north
 twenty six rods then north ten degrees west ten rods then north twelve deg^t
 East twenty Rods then north six degrees east and 30^m twenty two rods then
 East thirty three degrees north thirty three rods to the top of the Hill the South
 Width Side Two mile brook and from here to the top of the hill the northward
 side of S^d brook we lay the Road ten rods wide as followeth continue the
 last mentioned point of Compass six rods further then East twelve degrees
 north thirty Rods then north six degrees and thirty m^t East seventeen Rods
 to the top of the Hill the north Side S^d brook and from S^d Hill we continued
 Width the Road to be but six rods wide again as followeth run north one degree
 West twenty six rods then north eighteen degrees east twenty four rods then
 north twenty one degrees east seventy four rods then North seven degrees east
 seventy Rods then north fourteen degrees and 30^m East fifty seven rods then north
 ten degrees and thirty m^t East sixty two rods then north nineteen degrees
 east forty four rods then north twenty nine degrees east twenty two rods
 then north seven degrees east fourteen rods comes against Mr. Cadwell's
 Door, From against said Door to the field Gate and so on to the country road
 Width laid out from Springfield to Westfield Town we laid S^d Road four rods
 wide as followeth from the end of the last measure against Cadwell's door
 we run north nineteen rods then north four degrees west forty one rods
 brings it against Enst^r Ingersoll's House then north twenty nine degrees & 30^m
 East fourteen rods then north eleven degrees east four rods then north nine
 degrees and thirty min^t West forty rods to the Great Post of the Field gate
 then north thirty two degrees west fourteen rods to the high Way and across
 the High Way leading from Springfield to Westfield as afores^d from thence
 Width we laid the Road two rods ^{wide} until we came to the river and so along on the river
 banks till we came to the Town Road of Westfield that crosses the River as
 followeth run north thirty four degrees west sixty Rods comes near the River
 bank then west twelve degrees north five rods then West thirty five degrees north
 twelve

Twelve rods then north thirty two degrees west five rods then on the West Side the do
 Country road North forty four degrees west twelve rods to the aforesaid Town Road (Continued)
 Then from the Town Road we continue the old Six rod road up to the River and (Width
 over the River to the northward Side of S. River and on the Beech as followeth
 to Run from the Town road north forty five degrees west fourteen rods then north
 twenty five degrees west eight rods to the River banks then to pass the River of
 same point of Compass to the ancient Road the north Side of the River &
 on the Beech by the river Seven rods from this place We lay the Road two (Width
 Rods wide to the hill about four rods west of Sacket's Brooks as followeth run
 North forty degrees West Sixteen rods then north ten degrees west ^{ten rods} then north
 twelve degrees and 30^m East Sixteen Rods then north six degrees west six rods &
 a half to an elm Staddle then north thirty six degrees East Sixteen Rods
 then East twenty Two degrees north Eleven rods then north thirty nine degⁿ
 east twenty five rods then East thirty four degrees & 30^m North thirty four rods
 then north thirty four degrees east twenty three rods to the Hill about four
 Rods west of Sacket's brook - from hear we continue the old Country road
 across Sacket's Brooks and up the Sandy Hill and so on to Northampton (Width
 bounds six rods wide in the place as was formerly laid out - - - - - to North:
 And from the small Hill west of Sacket's Brooks to Buffield bounds we deter- ampton
 mine there is no more of the Old Country Road necessary for the benefit of y^e
 Publick than what we have reserved and mentioned in the foregoing return
 and we judge all the rest of the old road exclusive of the width we have men- (Discon-
 tioned in this Return from place to place may be discontinued without tinuance
 prejudice to the Publick - Also we have laid out a Country Road from the
 Aforesaid road down to the Country Road that runneth from Southampton (A road laid
 to Westfield joining of it to said road by Weller's within the field Gate from the
 in order to pass the River at the bridge We began this road at y^e old Country aforesaid road
 Road on the Plain at Duff's old field and run between two ditches three down to y^e
 Rods wide to the Top of the Hill as followeth We run from a pine Staddle (Width
 at the Southerly side said road west nine degrees South forty Rods then west
 twenty three degrees South forty four rods then west thirty four degrees South
 twenty eight rods then South thirty nine degrees west twenty Rods to the
 Top of the Hill then this road to be four rods wide from the Top of the (Width
 Hill to the foot of said Hill as followeth to run from the last measure
 South twenty two degrees East twenty two rods then South five degrees
 east ten rods to the foot of the Great Hill from here we laid y^e road two (Width
 Rods wide across the meadow to the Road that crosses the Bridge as followeth
 run West nineteen degrees South eighteen rods then west thirty eight degrees
 South eighty rods S. Line strikes by the Side of Nathaniel Williams's barn
 then west twenty three degrees north fourteen rods then north forty degrees & 30^m
 West twenty nine rods then north thirty eight degrees west seventeen rods then
 West thirteen degrees north sixty rods then west twenty two degrees north
 twenty four rods then West four degrees and thirty minutes north forty four
 Rods then west five degrees South thirty two rods to the High Way by Weller's
 within the field Gate this last mentioned new road we run it upon the (Width
 Southerly and Westerly Side of the same. And whereas we were obliged to
 crop some mens lands of y^e better accommodation of the Publick in y^e laying y^e (Estimate
 aforesaid Roads We judge and determine the damage done to the several of
 Persons by S. New Road as followeth (viz) to y^e Heirs of Capt. Jon. Ingersoll (Damage
 del^d the Sum of twenty six Shillings - - - - - £ 26 0 0
 To Eliakim Sackett the Sum of sixteen Shillings - - - - - £ 16 0 0

To Daniel Sacket Twenty one Shillings - - - - - \$1.1.0 -
 given under our Hands and Seals this eleventh day of November 1761 -

The foregoing return was now read and considered by the Court and it is allowed by the Court & it is ordered if the same return be entered & recorded on the Records of this Court and the ways therein described hereafter known and used as Common High Ways. It is also ordered that if whole of the old Country road leading from Sheffield Bounds to Northampton bounds, except so much of the same as is contained and reserved for a High Way in the foregoing return shall be and hereby is discontinued - Also ordered that the foregoing estimate of Damages occasioned by several Persons above named by the laying the above said new road be accepted & that if Town of Westfield pay and satisfy of same &c

Joseph Minick - and Seal
 Eben: Hunt - - - Seal
 Benj: Day - - - Seal
 John Mangamf - - Seal
 Nath: Clarke - - Seal

High Way from Winchester to Pequoaig
 Whereas we the Subscribers were appointed, by the Court of General Sessions of the Peace at their Session at Springfield on the nineteenth of May 1761, a Committee to view and lay out a Country road from Pequoaig this Roxbury Canada to Winchester, and also from the aforesaid Road into Northfield if We judged it necessary, pursuant to our orders from the said Court of Genl: Sessions we have viewed and laid the same as follows viz: We began at a Beech Tree marked J. H. D. F. I. B. I. R. E. S. The Tree stands in Belcher's farm in the South Line of Winchester. N. B. The road from Pequoaig to Winchester is to be six rods in width - from 1st Tree it runs S. 28. E. 20 rods then S. 13. E. 60 rods, S. 7. W. 24 rods, S. 18. E. 123 rods, S. 10. W. 32 rods, S. 22 rods, S. 25. E. 24 rods, mory brook, S. 29. W. 20 rods, S. 12. W. 20 rods, S. 31. E. 62 rods, S. 12. E. 24 rods, S. 40. E. 54 rods, E. 37. S. 40 rods, S. 23. E. 16 rods Goodale's House, S. 40. E. 92 rods, S. 43. E. 34 rods, S. 22. E. 26 rods, E. 30. S. 16 rods, E. 40. S. 20 rods, E. 30-38 rods, S. 20. E. 20 rods, E. 26. S. 18 rods, E. 15. S. 30 rods, N. 5. E. 8 rods, E. 18. S. 28 rods, S. 15. E. 42 rods, S. - 76 rods, S. 13. E. 28 rods, S. 28. E. 34 rods, S. 45. E. 10 rods, S. 18. E. 44 rods, S. 20. E. 10 rods, S. 46 rods, S. 28. E. 44 rods, S. 18. E. 38 rods, S. 30. E. 24 rods, S. 16. E. 160 rods, S. 35. E. 62 rods, S. 40. E. 76 rods, S. 20. E. 34 rods, S. 39. E. 40 rods, S. 22. E. 48 rods, S. 44. E. 52 rods, S. 30. E. 20 rods, S. 34. E. 28 rods, S. 21. E. 26 rods, S. 38. E. 14 rods, S. - 18 rods, S. 35. E. 46 rods, E. 28. S. 20 rods, S. 27. E. 44 rods, S. 20. E. 18 rods, S. 29. E. 26 rods, S. 18. E. 14 rods, E. 38. S. 26 rods, S. 24. E. 16 rods, S. 38. E. 40 rods, S. - 34 rods, S. 10. E. 42 rods, S. 5. E. 40 rods, S. 25. E. 20 rods, E. 30. S. 22. rods, E. 36. S. 20 rods, S. 27. E. 42 rods, S. 15. E. 32 rods, S. 28. E. 42 rods, E. 36. S. 28 rods, E. - 22 rods, S. 44. E. 28 rods, E. 25. S. 26 rods, This last Course strikes Pequoaig Line at the Southeast Corner of Roxbury Canada -

High Way from the road aforesaid to 1st Street in Northfield
 In the Road from Pequoaig to Winchester the Crop road begins South of the Causey and runs W. 30. N. 36 rods to the old Fort in M. Evans's fields then S. 35 W. 110 rods, W. 40. S. 26 rods, W. 15. S. 14 rods, W. 36. S. 32 rods, S. 19. W. 26 rods, S. 24. W. 68 rods, W. 35. N. 30 rods, W. 45. S. 38 rods, to a Rock on the Top of the Hill north of the Meeting House, The Crop Road is to be four rods in Width from the East End to Roxbury Canada meeting House, from Roxbury Canada meeting House to the foot of Round mountain in Northfield, is to be Six Rods in width and from thence to Northfield Street is to be four rods in Width, from 1st Rocks S. 25. W. 16 rods, W. 38. S. 30 rods, W. 14. S. 34 rods, W. 35. N. 36 rods, W. 30. S. 38 rods, to South End of Little Grace, W. 4. S. 30 rods, W. 40 N. 40 rods, N 31 W. 32 rods, W. 15. N. 44 rods, W 5 N. 50 rods, W 20 N 49 rods, W 4 N 100 rods, W. 1. N 182 rods, W 15 N. 52 rods, W 45 N 16 rods, W 17 N 44 rods, W 4 N 24 rods, W 10 S. 38 rods, W -

W-24 rods, W.25 N 20 rods, N 43 W 28 rods, W.17 S. 20 rods, W 32 N 20 rods, W 11 N. 51 rods to
 Northfield & Line, N 38 W 28 rods, W.8 N 24 rods, W 20 N 38 rods, N 40 W 52 rods - (continued)
 W 40 N 24 rods, W 5 N 40 rods, W 18 N 40 rods, W 16 S. 32 rods, W 26 S. 20 rods, W 4 N. 56
 rods, W-20 rods, N 32 W 22 rods, W 5 N 24 rods, W 30 N. 22 rods, W 35 N 22 rods -
 N 40 W 33 rods, W 8 N 16 rods, W 23 S. 38 rods, W 35 S. 20 rods, W 10 N. 28 rods, W 25 S.
 40 rods, W 35 N 24 rods, W 3 N 32 rods, W 25 N 26 rods, W 43 S. 6 rods, W 7 N. 20 rods,
 W 10 S. 28 rods, W 3 N 72 rods, W 37 N 80 rods, W 20 N 86 rods, W-34 rods, N 28 W.
 38 rods, W 27 N 60 rods, to Northfield Street at the west End of the Lane
 by Esq. Field's House - According to our orders we have estimated the
 Damage done to the heirs of Nathaniel Dickinson of Northfield dec^d
 at thirty five Shillings, there being no other Person or Persons requiring
 Damage by laying the aforesaid roads - Dated in Deerfield the sixth
 Day of Nov^r 1761

The foregoing Return being now
 Read and Considered by y^e Court
 is accepted and the ways therein

John Hawks - and Seal
 David Field - and Seal
 Eben^r Sheldon Jun^r & Seal
 Joseph Barland & Seal -

described are allowed - & it is ordered that the said Return be entered
 and Recorded at Large in the Records of this Court, and that y^e Ways
 afores^d be hereafter known and used as Common High Ways - And the
 Estimate of the Damage done to the heirs of Nathaniel Dickinson
 dec^d is allowed - & it is ordered that the Town of Northfield pay and
 satisfy the s^d Heirs the s^d Sum of 35/-

The foregoing Judgments and Orders
 were made and entered up and then the
 said Court was adjourned without Day

Attest W^m Williams Clerk

The following Report of y^e Committee appointed on the Petition of Eph^m
 Kellogg ought to have been entered & recorded in the Records of the Court
 now next preceding, but by mistake was omitted vid -

"Whereas on the Petition of Ephraim Kellogg of Amherst to his
 Majesty's Court of General Sessions of the Peace held at Springfield on
 the last Tuesday of August last that an alteration might be made in
 the Country road a little to the southward of the Dwelling House of the
 Petitioner, We y^e Subscribers were appointed a Committee to view y^e same
 and to lay out or alter it if we should judge it most conducive to the
 Interest of y^e Public, reasonable notice being given of y^e time and place
 of our meeting for the Purpose, on the nineteenth day of Oct^r last we
 met and after carefully viewing and measuring the road and the
 place petitioned for, we are of the Opinion that said alteration will
 not be for y^e Interest of the Public -

Given under our Hands y^e 11th Nov^r 1761.

Daniel White } Com^{tee}
 Eben^r Hunt }
 Eba^r Dickinson }
 Elisha Hubbard } mittee

Attest W^m Williams Cler

284- Hampshire & Anno Regni Regis Georgii Tertii magnae
Britanniae Franciae et Hiberniae Secundo.

Manh
Court
1762

At his majesty's Inferior Court of Common Pleas begun and held at
Northampton within and for the County of Hampshire (by Adjourn-
ment of the General Court) on the third Tuesday of March
being the 16th Day of said month anno Domini 1762. —

Justices of y^e same Court
now present - viz

Israel Williams
Josiah Dwight
Elijah Williams
Thos. Dwight junr.

Esquires

Thomas Williams Esq. now appointed
as special Justice of this Court and
sworn into the Office —

In the Northampton case

- Burt put off { Luke Montague }
- Root and off { John Fitch }
- Strong following { Jonathan Childs }
& Kingsley put on { Windsor Smith }

Jury for Trials —

Elipha Hubbard foreman
Isaac Ely

Eleazer Burt

Stephen Root

Jerijah Strong

Jonathan Allis

John Noble

Levi Newton

Joseph Bodman

Samuel Holton - dismissed

James Measham

Esq. Cowls

Supply Kingsley —

This jury tried y^e several Cases
at this Term - Excepting that
of Northampton —

Lornie & al. v. Curtin
Amos Lornie of Southampton yeoman & Esther Curtin of Northampton &
widow and Spinster plt^s vs Henry Curtin of Coventry & yeoman def^t in a
plea of Debt & The parties by their respective attornies now come into Court
and agree that the Case be further continued to the next Inferior Court &
and it is accordingly continued —

Hancock v. Jones
John Hancock of Springfield yeoman plt. vs Cornelius Jones of Springfield
Gent. Def^t in a plea that the said Cornelius render to the s^d John his reasonable
Amount of monies & which he rec^d of s^d John & The plt. by his Attorney
now comes here into this Court and informs y^e Court that Jacob White
gent. one of y^e Auditors appointed to audit the Def^t Acct^s is since that
Appointment deceased and the Case not yet ~~been~~ considered & praying
for another in y^e Room of s^d Jacob - & Robert Breck Junr gent is appointed
by the Court in conjunction with m^r. Oymison to audit y^e Def^t Acct^s &
and make Report at the next Court & y^e Case is continued accordingly —

Sackit v. Sackit
Abigail Sackit who was the wife of Joseph Sackit late of Westfield in
the County of Hampshire yeoman del^t plt. vs Erasmus Sackit of Pittfield
& yeoman def^t in a plea wherein he demand & claims her Dower of
and in certain Lands & as may be seen on record of the Court at y^e last
Term - & now y^e s^d Abigail being three times publicly called is nonfuit
and the s^d Erasmus likewise defaulted —

Wartlit v. Terry et al.
Jonathan Wartlit of Springfield yeoman plt vs Aaron Terry of Springfield
Yeoman & Stephen Chapin of South Hadley yeoman def^t in a plea of Trespass &
& The Parties now come into Court and agree that the Case be continued to y^e next
Inferior Court of Common Pleas & it is continued accordingly —

Abiel Abbott of Windsor in the County of Hartford and Colony of Connecticut yeoman plt. vs Ephraim Kellogg of Amherst in the County of Hampshire yeoman def. } Abbott
in a plea of the Case vs as may be seen at large on Record of the Court at y^e last Term } Kellogg
thereof - And now the parties appear - And the deft comes and defends & say, that
he owes the plt. nothing in manner and form as the plt. in his Writ has alledged
and thereof puts himself on the Country - & the plt likewise doth the same -
In this Case the Evidence being produced in Court and examined and the parties
fully heard the Case is committed to the Jury Mr. Elisha Hubbards foreman &
fellows Who return their Verdict on oath that they find for the deft. Cost of
Court - It is therefore Considered by the Court that the said Ephraim do
recover against the said Abiel the Sum of £ lawful money allowed
by the Court with his Consent for his Cost & expenses in defending this Suit &

John Sharpe gent. William Sharpe yeoman Solomon Sharpe yeoman Benj^a Sharpe
fordwainer Isaac Sharpe yeoman Gershom Sharpe yeoman Nathan Sharpe } Sharpe
Griggs yeoman and Elisabeth his wife all of Pomfret in the County of } et. al.
Windham in the Colony of Connecticut in New-England and John Stone of } Ball
Sudley in the County of Worcester yeoman and Martha his wife & Edward }
Dorr of Roxbury in the County of Suffolk Virtualler and Abigail his Wife -
Ebenzer Pierpont of s^d Roxbury Baker and Hannah his wife Solomon Lays }
of s^d Roxbury Taylor and Elisabeth his wife William Blaney of s^d Roxbury }
fordwainer and Mary his wife William Gridley of s^d Roxbury }
Sarah Gridley of s^d Roxbury singlewoman Plaintiffs vs Samuel Ball of }
new Township called Mount-Grace otherwise Roxbury Canada otherwise }
Gardner's Canada in the County of Hampshire yeoman deft. in a plea wherein }
the plt. demand against the deft. the fifty first original Lot in the Second }
Division or allotment of Lands in s^d New Township originally laid out to }
William Sharpe deceased being in quantity about one hundred acres with }
the Appurtenances and also one Sixty third part of all the Common and }
undivided Lands in the said new Township as the right & inheritance of }
the said John Sharpe William Sharpe one of the plt. Solomon ^{Sharpe} Benjamin }
Sharpe Isaac Sharpe Gershom Sharpe Elisabeth the wife of y^e s^d Griggs Martha }
the wife of the s^d Stone the s^d Abigail Hannah Elisabeth the wife of the s^d }
Lays the s^d Mary William Gridley and Sarah Gridley and into which y^e }
Dft. has not entry but by one Ephraim Perry lately of s^d New Township }
yeoman to Whom one Thomas Buckminster of Brookfield in the County }
of Worcester Gent. demised the demanded Premises who within thirty years }
last past unjustly and without judgment abated in s^d Premises after the }
Death of the s^d William Sharpe sometime since of Pomfret aforesaid }
deceased father of the s^d John Sharpe William Sharpe one of the plt. }
Solomon Sharpe Benj^a Sharpe Isaac Sharpe Gershom Sharpe Elisabeth }
the Wife of the s^d Griggs Martha the wife of the s^d Stone & grandfather of }
the s^d Abigail Hannah Elisabeth the wife of the s^d Lays the s^d Mary W^m }
Gridley and Sarah Gridley who died seized of the s^d demanded Premises }
and whose Heirs the plt. are & whereupon the plt. say that within thirty }
years last past the s^d William Sharpe dec^d } whose Heirs the above named }
Persons before averred to be his Heirs are } was seized of the above demanded }
Premises with the Appurtenances in his decessne as of fee and Right in }
Time of Peace in the time of the Reign of our late royal Sovereign George y^e }
Second of Great Britain France & Ireland lately King Defender of y^e Faith & }
taking the profits thereof to the Value of thirty Pounds by the year and

Sharpe
et al -
vs
Ball -

and being so seized the s^d William dec^d on the Twentieth day of November Anno Domⁱ 1751 died intestate seized of the Estate aboves^d in the aboves^d premises after whose death the s^d demanded premises with the Appurtenances by the Law of the Province of the Massachusetts Bay in New England in such cases made and provided descended to the p^lt^s and to one Joseph Sharpe then living since dec^d as to the Heirs of the s^d William Sharpe dec^d that is to say to the s^d John Sharpe William Sharpe one of the p^lt^s Solomon Sharpe Benjamin Sharpe Isaac Sharpe Gershom Sharpe Elizabeth the wife of the s^d Griggs Martha the wife of the s^d Stone and the s^d Joseph Sharpe dec^d as his only living children and to the s^d Abigail Hannah Elizabeth the wife of the said Lays the said Mary William Gridley and Sarah Gridley as his Grand Children and such as legally represented one Abigail Gridley then deceased daughter and Child of him the s^d William dec^d (as her children) who died long before the time of the death of the s^d William dec^d and the p^lt^s further say that long after the afores^d abatement of the s^d Buckminster in the s^d demanded premises the s^d Joseph Sharpe without having ever obtained actual Seizin of his Share in said premises died without Issue after whose death the right of the Share in said premises which was the said Joseph's by the afores^d Law of the s^d Province descended to the s^d John Sharpe William Sharpe one of the p^lt^s Solomon Sharpe Benjamin Sharpe Isaac Sharpe Gershom Sharpe Elizabeth the wife of the said Griggs and Martha the wife of the s^d Stone as to his brethren and Sisters then alive being his next of-his in equal degree and to the s^d Abigail the wife of the s^d Dorr the s^d Hannah Elizabeth the wife of the said Lays the said Mary the s^d Wm Gridley & Sarah Gridley as to the children of the s^d Abigail Gridley then dec^d who legally represented her who was Sister of the s^d Joseph deceased and of him to him in equal Degree with the s^d John Sharpe and others abovenam^d as his next of-his and into which demanded premises the p^lt^s say y^e deft hath not Entry but in manner afores^d and whereof the p^lt^s complain that the deft. unjustly deforseth them and thereof the p^lt^s bring this Suit The deft^s deforcement aboves^d thereof is to y^e Damage of the s^d p^lt^s as they say the Sum of £400 - The p^lt^s by Joseph Hawley Esq. their att^y appear - And the s^d Samuel Ball comes and defends his right when & and to the Warranty thereof to him vouches Ephraim Perry of s^d Roxbury Canada Housewright who in his proper person is present here in Court - And the s^d Ephraim Perry being personally present here in Court and it being shewed to him by the s^d Ball that he has his the s^d Perry's deed of bargain and Sale with warranty of the s^d Lands and Tenements with the Appurtenances and being requested by the said Ball to warrant the same to him against the s^d p^lt^s freely warrants said Lands and Tenements with the Appurtenances to him y^e said Ball - And hereupon the p^lt^s by their s^d Attorney demands against the s^d Perry Tenant by his Warranty the s^d Lands & Tenements with the Appurtenances, and whereupon they say & as in their Writ is declared and thereof they bring their Suit - And the s^d Ephraim Perry Tenant by his Warranty defends his Right when & agreeing and engaging to the p^lt^s wholly to waive and Not to take any Advantage which he might take or have against the p^lt^s by reason of their not declaring at large against him further vouches to y^e warranty thereof

thence Thomas Bushminster of Brookfield in the County of Worcester gent. and prays the leave of the Court to impart to y^e next Term of this Court that he may have Opportunity to make Summons to y^e Thomas for this purpose it is granted him & y^e Case is continued accordingly

John Sharpe gent. William Sharpe yeoman Solomon Sharpe yeoman Benj^a Sharpe Cordwainer Isaac Sharpe yeoman Gershom Sharpe yeoman Na-
than Griggs yeoman and Elisabeth his wife all of Cornfret in the County of Windham in the Colony of Connecticut in New-England and John Stone of Dudley in the County of Worcester yeoman and Martha his wife and Edward Dorr of Roxbury in the County of Suffolk Virtualles and Abigail his wife Ebenezer Pierpont of S^r Roxbury Baker and Hannah his Wife Solomon Fayrs of S^r Roxbury Taylor and Elisabeth his wife William Blany of S^r Roxbury Cordwainer and Mary his Wife William Gridley of S^r Roxbury Cordwainer and Sarah Gridley of the same Town single woman Plaintiffs vs William Johnson lately of Hardwick in the County of Worcester yeomⁿ Def^t. in a plea wherein the Plt^s demand against the def^t. the Eleventh original Houset lot with the appurtenances in the new Township called Roxbury Canada in the County of Hampshire afores^d. being in quantity about fifty Ares that is to say the eleventh original Lot of Land in that Allotment or Division of Lands in S^r Township called the first allotment or Division as the right and Inheritance of the above named Sharpes the S^r W^m Gridley and all the above named women and into which the def^t. hath not entry but after the Abatement which Thomas Bushminster of Brookfield in the County of Worcester aforesaid Gent. thereof unjustly without Judgment made after the death of William Sharpe dec^d. father of the above named Sharpes pl^ts and of the S^r Elisabeth wife of the S^r Griggs and Martha wife of the S^r Stone and Grandfather of all the other women above named and the S^r William Gridley whose heirs they are within thirty years last past and before the Pl^ts or any of them had made any actual entry in the above demanded lot of Land and whereupon the Pl^ts say that within thirty years last past the S^r W^m Sharpe dec^d. (whose heirs the persons above declared to be his heirs, are) was seized of the Lot of Land above demanded with the appurtenances in his demesne as of fee and Right in the Time of Peace in the time of the reign of George the Second of Great Britain France and Ireland lately King Defender of the faith taking the profits thereof to the value of eight pounds by the year and being so seized thereof the said William deceased on the Twentieth day of November Anno Domini 1751. died Intestate seized of the Estate above^d. after whose death the said Lot of Land with the appurtenances by Virtue of and according to the force and effect of one Law of this Province in such case made and provided descended to the above named Sharpes pl^ts and one Joseph Sharpe then living but since deceased the said William Gridley and all the women abovenamed as to the heirs of y^e said William Sharpe dec^d. That is to say to the Sharpes pl^ts and to the S^r Joseph Sharpe dec^d. then alive and the said Elisabeth wife of the S^r Griggs and Martha the wife of the said Stone as to his only living children and to the other women above named and the S^r William Gridley as his Grand children and children of one Abigail Gridley then living at the time of the Decease of the said William Sharpe dec^d. deceased Daughter and Child of him the S^r William Sharpe dec^d. Which Children of the S^r Abigail Gridley deceased legally represented her Who died long before the time

Time of the Death of the s^r William deceased And the p^lt^s further say that
 long after the aforesaid Abatement of the s^r Burkhminster in the Lot of Lands
 above demanded the said Joseph Sharpe without having ever obtained
 any actual Seisin of his Share in s^r Lot of Land died without Issue after
 whose Death the Right of the whole Share of him the s^r Joseph in s^r Lot of
 Land by Virtue of the aforesaid Law of s^r Province descended to the said
 John Sharpe William Sharpe one of the p^lt^s Benjamin Sharpe Solomon
 Sharpe Isaac Sharpe Genshorn Sharpe Elisabeth the wife of the s^r Griggs
 and Martha the wife of the s^r Stone as to the brethren and Sisters of the
 said Joseph then alive being his next of kin in equal Degree and to the
 said Abigail the wife of the said Dorr the said Hannah Elisabeth the
 wife of the said Doyrs the said Mary the said William Gridley and
 Sarah Gridley as to the Children of the of the said Abigail Gridley then
 deceased who legally represented her the s^r Abigail deceased who was Sister
 of the said Joseph deceased and of him to him in equal Degree with the s^r
 John Sharpe and others above declared to be his next of kin ~~in equal Degree~~
 at the time of his death And into which Lot of Land above demanded
 the p^lt^s say the def^t hath not Entry but in manner aforesaid whereof
 the p^lt^s complain that the def^t unjustly deforseth them and thereof
 the p^lt^s bring this Suit The above Deforment thereof of the def^t is to
 the Damage of the s^r p^lt^s as they say \$80 And the s^r p^lt^s by Joseph
 Hawley Esq^r their attorney appear. And the said Johnson the def^t
 comes and defends his right when & and to the Warranty thereof
 vouches Samuel Ball of the place called Roxbury Canada aforesaid
 who is personally present in Court ~ And the said Samuel Ball being
 personally present in Court freely warrants the Lands and Tenements
 demanded as afores^d whom the s^r Johnson ~ And hereupon the p^lt^s
 before named by their s^r Attorney demand against the s^r Ball Tenant
 by his Warranty the s^r Lands and Tenements and whereupon they say &
 as in their Writ and thereof they bring this Suit ~ And the s^r Samuel
 Ball Tenant by his Warranty defends his right when & and waving all
 Advantages which he might by reason of the p^lt^s not declaring at Large
 against him further Vouches to y^e Warranty thereof Ephraim Perry of the said
 Roxbury Canada Housewright Who in his proper person is present in Court
 And it being shewed to him the said Perry by the said Ball that he has his the
 said Perry, deed of bargain and Sale with warranty of the above demanded
 Land and Tenements with the Appurtenances and being requested by the said
 Ball to the Warranty thereof to him against the aforesaid p^lt^s freely war-
 rants to him the s^r Ball the s^r demanded Lands and Tenements with the
 Appurtenances ~ And hereupon the above s^r p^lt^s by their said Attorney
 demand against the said Perry Tenant by his Warranty the s^r demanded
 Lands & Tenements with the Appurtenances and whereupon they say &
 as in the first Declaration in this Writ and thereof they bring their
 Suit ~ And the s^r Ephraim Perry Tenant by his Warranty defends his
 Right when & And agreeing and engaging to the p^lt^s wholly to waive &
 never to take any advantages which he might take or have by Reason
 of the p^lt^s not declaring at large against him further vouches to the
 Warranty thereof Thomas Burkhminster of Brookfield in y^e County of
 Worcester gent. and pray. the leave of this Court to impart till y^e next
 Term thereof that he may have Opportunity to make summons to s^r
 Thomas for y^e Warranty thereof to him & it is granted him &

Samuel Ball of the New Plantation called Roxbury Canada in the County of Hampshire yeoman plt. vs Ephraim Perry lately of the same New Plantation Housewrights deft. of a plea that the deft. warrant to the plt. one whole original Share or Right of Land of in and through the new Township called Roxbury Canada in the County of Hampshire aforesaid with the Appurtenances that is to say the Eleventh original Houseplot in said Township containing fifty acres and fifty first original Second Division or Hundred acre lot in s^d Township containing one hundred acres and one Sixty third Part of all the Common or undivided Lands in s^d Township. The whole Quantity of s^d Township being of equal Contents to a Tract of Land Six miles square and the whole Quantity of said Township being undivided excepting Sixty Three Lots of the Quantity of fifty acres each and Sixty Three Lots of the Quantity of one hundred acres each which Right or Share the plt. holdeth and claimeth to hold of him the deft. and whereof he hath his deed &c and whereupon the plt. in his proper person saith that whereas the deft. was seized of his right or Share of Land above described with the Appurtenances in his demesne of fee and being so there of seized on the 22^d day of May 1759 at Northampton afores^d by his certain Deed of bargain and Sale executed according to the Law of this Province in Court to be produced whose date is the 5th twenty Second day of May A D 1759. by the name of Ephraim Perry of Roxbury Canada so called in s^d County of Hampshire and Province of the Massachusetts Bay & Housewright gave granted bargained sold aliened conveyed and confirmed to the plt. by the name of Samuel Ball late of Stockbridge now resident at Roxbury Canada in the County and Province afores^d yeoman the right or Share of Land above described with the appurtenances (by the name of one certain right or Share of Land through the Township of Roxbury Canada aforesaid whereof the Houseplot is N^o Eleven and the Hundred acre Lot is number fifty one as recoded in the Proprietors Books and delineated in a plan of said Township) to have and to hold to the plt. his heirs and assigns forever and bound himself and his heirs to warrant to the plt. his heirs & assigns the Right of Land afores^d with the Appurtenances against all men forever by the said Deed as by the same Deed more fully appears by Virtue of which grant and Deed of bargain and Sale the plt. was seized of the s^d right of Land with the Appurtenances in his demesne as of fee and being so seized thereof One Gershom Sharpe of Cornfret in the County of Windham in the Colony of Connecticut in New England yeoman and others heirs of William Sharpe lately of s^d Cornfret dec^d brought against him the plt. an assize of Novel Disseisin of the right of Land afores^d with the Appurtenances before y^e Justices of the Inferior Court of Common Pleas held at Northampton within and for the County of Hampshire on the Second Tuesday of November last Which s^d Assize then and there depending the plt. often required the deft. that he would warrant to him the plt. the s^d Right of Land with y^e appurtenances Nevertheless the deft. hath hitherto denied to warrant to the plt. the s^d Right of Land with the Appurtenances and still denieth to do the same to the damage of the plt. three hundred pounds - The parties appear and the s^d Ephraim Perry comes and pleads and says that the s^d Gershom Sharpe and others in the foregoing Writ mentioned as heirs of William Sharpe have never brought their Writ of Novel Disseisin of the Land above mentioned against the said Samuel as he in his Declaration has alledged & thereof &c - And the plt. says that by any thing above pleaded by the deft. he ought not to be precluded of having his action maintained against him for that he says that the

deft.

287- Deft^s plea and the matters therein contained are an insufficient answer to his Declaration in the Writ contained and that by the Law of the Land he has no need and is not bound to answer thereto and therefore for want of a sufficient answer made by the Deft. to the Plt^s Declaration in this behalf the Plt. prays the judgment of this Court that the Plt. recover his Warrant^y of the premises & against the Deft. and the Deft. says his plea is sufficient and thereof prays judgment. Whereupon all and singular the Premises being seen and by his Majesty's Justices now here fully understood and upon mature deliberation thereof had fordoonment as it appears to the s^d Justices that if Deft^s s^d Plea in bar as above-pleaded and the matters therein contained are not in Law good and sufficient to preclude the Plt. of his action afores^d against the s^d Deft. It is therefore Considered that the said Ephraim shall warrant to the aforesaid Samuel The Tenements aforesaid with y^e appurtenances for time and place &c And that the s^d Samuel recover against the s^d Ephraim Two pounds four Shillings and eleven pence lawful money allowed him by y^e Court with his Consent for his Costs &c

Upham
Adm^r
Ayers- Katherine Upham of Brookfield in the County of Worcester Gentlewoman
Widow and Relict of Jabez Upham late of s^d Brookfield Physician deceased &
Phineas Upham of s^d Brookfield Trader Administrator on the Estate of y^e
said Jabez deceased Intestate Plt^s vs David Ayers of a place called Mount.
Epale alias Roxbury Canada in the County of Hampshire yeoman Deft
in a plea of the Case demanding upon the Deft^s note of the 23^d of May 1761
fourteen pounds 10/7 which y^e Deft^s promised s^d Jabez then living on demand
with use and also upon y^e Deft^s other note of y^e same date demanding seven
pounds 7/3 which he also promised to y^e s^d Jabez or his order within six
months with interest from that time &c As & y^e Writ on file -
The Plt^s appear - The Deft. tho' three times publicly called to come into
Court doth not come but makes default &c - It is therefore Considered
by the Court that the s^d Plt^s in their s^d Capacity do recover ag^t the s^d
Deft. Twenty four pounds one Shilling and ten pence lawful money
Damages & Cost of Court taxed & Two pounds 2/4. Ex^{is} 2^d April 1762.

Patterson
or
McClister- William Patterson of Hadley in the County of Hampshire yeoman Plt. vs
James McClister of Infield in the same County yeoman Deft in a plea of y^e
Case for that the Deft. at said Hadley on the fourth of August 1761 by his
note for Value rec^d promised the Plt. to pay him or order Two pounds 7/4 on
demand with use yet the Deft. tho' often requested has never done it but he
neglects to do it to y^e Damage of y^e said Plt. £5 - The Plt. appears - The
Deft. tho' three times solemnly called to come into Court doth not appear
but maketh default &c It is therefore Considered by the Court that the s^d
William do recover against the s^d James Two Pounds nine Shillings and
Two farthings lawful money Damages And Cost of Court taxed at one
pound 14/- After all which the said James by Jⁿ Worthington Esq his Att^r
comes into Court and appeals from the judgment of this Court to the Super^r
Court of Judicature & to be holden at Springfield within and for the County
of Hampshire on the fourth Tuesday of September next Who recognizes
with Sureties as the Law directs for y^e s^d James' prosecuting his appeal
with Effect as & said Recognizance on file appears -

Warham Smith of Hatfield in the County of Hampshire yeoman plt vs Nathan Smith
Warto of Hatfield in the same County yeoman deft in a plea of the Case for
that the deft at said Hatfield on the 9th of June last by his note for value rec^d Warte
promised the plt Seven pounds and ten pence on demand with Interest yet
the deft tho' often thereto requested hath not paid it or any part of it but
neglects it to y^e Damage of the plt. Ten pounds - The plt by his Att^r
appears - The deft tho' three times publicly called to come into Court
doth not come but makes default & - It is therefore considered by the
Court that the said Warham recover against the said Nathan Seven
pounds Seven Shillings and four ^{half pence} pence lawful money Damages and
Cost of Court taxed at one pound Seven Shillings and seven pence -
After all which the said Nathan by Charles Phelps Esq his Attorney
comes into Court and appeals from the Judgment of this Court to the next
Superior Court of Judicature to be holden at Springfield within and for
the County of Hampshire on the fourth Tuesday of September next and
the s^d Charles recognizes with Sureties as the Law directs for s^d Nathan's
prosecuting his appeal with effect as by s^d Recog^d on file appears -

John Train of Greenwich in the County of Hampshire yeoman plt. vs
Job Smith of Wan River Parish, so called, in the same County yeoman deft
in a plea of the Case demanding two pounds 2/8 the deft by his note dated
the 5th of January last promised him or his order on demand with the
Interest & as p^d of Writ - The plt. by his attorney appears - The deft. tho'
three times publicly called to come into Court doth not come but makes
default & - It is therefore considered by the Court that the said John do
recover against the said Job Two pounds five Shillings and eight pence
lawful money Damages & Cost of Court taxed at Two pounds three
Shillings and Seven pence - Ex^{ce} n^o is^d 17th April 1762 -

Salmon Dickinson of Hatfield in the County of Hampshire husbandman
plt vs Timothy Nash of Shutebury in the County of Hampshire yeoman deft
in a plea of the Case for the Recovery of Seven pounds 2/ which y^e deft by his
note on the 23^d of August 1760 promised y^e plt. on demand with the Interest &
The plt. by his Attorney appears - The deft. tho' three times solemnly call^d
to come into Court doth not come but makes default & - It is therefore
considered by the Court that the said Salmon recover against the s^d Tim^o
Seven pounds fifteen Shillings and five three farthings lawful money dam^s
& Cost of Court taxed at one pound ten Shillings & Eleven pence - Ex^{ce} n^o is^d 2^d April 1762.

Reuben Belding of Hatfield in the County of Hampshire yeoman plt vs
Ueazer Tomroy of Sunderland in the County of Hampshire yeoman deft. in
a plea of the Case for that y^e deft. at said Hatfield on the 10th of August last by
his note for value rec^d promised s^d Reuben to pay him Six pounds thirteen
Shillings and ten pence lawful money on demand with up yet s^d Ueazer
tho' often requested hath not paid it or any part of it but unjustly neglects
to do it to y^e Damage of the said Reuben ten pounds - The plt. by his Att^r
appears - the deft. tho' three times solemnly called to come into Court doth
not come but makes Default & - It is therefore considered by the Court
that the said Reuben recover against the said Ueazer Six pounds seventeen
Shillings and nine pence lawful money Damages and Cost of Court taxed
at One pound thirteen Shillings and nine pence -

After -

After all which the said Pleazer by Charles Phelps Esq his attorney comes here and appeals from the Judgement of this Court to the next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next Who recognizeth with Sureties as the Law directs for the s^d Pleazer, prosecuting his Appeal with Effect as by said Recognizance on file appears —

^{Dickinson} ^{Nash} Nehemiah Dickinson of Amherst in the County of Hampshire yeoman p^lt. vs Timothy Nash of Shutesbury in the same County yeoman def^t in a plea of the Case for that y^e def^t at s^d Shutesbury on the third of December last by his note for value rec^d promised the p^lt. twenty pounds, and one shilling on Demand with the Interest thereof yet tho' often thereto requested the def^t has not paid the same or any part thereof but unjustly neglects it to the damage of the p^lt. twenty five pounds — The p^lt. by his attorney appears — The def^t tho' three times publicly called to come into Court doth not come but makes default &c It is therefore considered by the Court that the s^d Nehemiah recover against the said Timothy Twenty pounds eight Shill. and three pence lawful money Damages And one pound twelve shill. allowed him by the Court for his Cost &c — After all which the s^d Timothy by Charles Phelps Esq his attorney comes into Court and appeals from the Judgement of this Court to the next Superior Court of Judicature to be holden at Springfield within and for y^e County of Hampshire on the fourth Tuesday of September next & He recognizeth on the def^t' behalf for his prosecuting y^e Appeal with Effect with Sureties in manner as y^e Law requires — as by s^d Recognizance on file appears —

^{Pease} ^{Bolton} Joseph Pease of Suffield Trader vs John Bolton yeoman living on a part of unappropriated Land West of Southampton def^t in a plea of y^e Case — The p^lt. in this Case being three times publicly called to come into Court doth not come but is Non suit &c y^e def^t in like manner defaults and the Action is accordingly dismissed —

^{Hitchcock} ^{Adm^r} ^{Chapin} Caleb Hitchcock of Brookfield in the County of Wrentham yeoman Adm^ristrator on the Estate of Nathaniel Hitchcock of Springfield in the County of Hampshire late deceased intestate p^lt. vs Japheth Chapin of New Marlborough in the County of Berkshire yeoman def^t in a plea of y^e Case for Recovery of Two pounds 15^s 4^d which y^e def^t on the 25th of June 1760 by his note promised y^e s^d Nathaniel then living by the first of April then next with interest for y^e same after three months but has never paid the same to y^e s^d Intestate or y^e p^lt. &c — The p^lt. by his Att^r appears — The def^t tho' three times publicly called to come into Court doth not come but makes default &c — It is therefore considered by the Court that the said Caleb in s^d Capacity recover against the said Japheth Two pounds nineteen Shillings and nine pence lawful money Damages And Cost of Court taxed at two pounds four Shillings and nine pence —

Ex^a y^e d 6th April 1762.

^{Same} ^{ag^t} ^{Sheilds} Caleb Hitchcock of Brookfield in the County of Wrentham yeoman Adm^ristrator of all the goods and Chattels Rights and Credits of Nathaniel Hitchcock late of Springfield in the County of Hampshire Sadler dec^d p^lt. vs John Sheilds of Monson in the said County of Hampshire yeoman def^t in a plea of y^e Case demanding Two pounds and the Interest thereof upon y^e def^t' note, &c s^d Intestate while alive &c which is not paid, as by the Writ is at large set forth —

The

The plt. by his Att^r appears. The deft. tho' three times publicly called to come into Court doth not come but makes default &c. - It is therefore considered by the Court that the s^d. Caleb in his said capacity recover ag^t the said John Two pounds Six Shillings lawful money Damages and Cost of Court taxed at Two pounds One penny. Ex^r. is. 6th May 1762.

Josiah Dwight of Springfield in the County of Hampshire Esq^r plt. vs - Sampson Wood of Belcher's town in the County of Hampshire Blacksmith } Dwight
def^t. in a plea of the Case demanding four pounds 13/5⁴ which s^d. deft. on 4th of May last by his note promised the plt. on demand with up &c. } Wood
plt. appears. The deft. tho' three times solemnly called to come into Court doth not come but makes default &c. - It is therefore considered by the Court that the s^d. Josiah recover ag^t the s^d. Sampson the Sum of £4 lawful money Damages & Cost of Court taxed at £1

Josiah Dwight of Springfield in the County of Hampshire Esq^r plt. vs John Addams now of Sheffield in the County of Berkshire yeoman late John Addams jun^r of Suffield in the County of Hampshire yeoman def^t. in a plea of Case demanding three pounds 5/11 which s^d. deft. on y^e. last day of Dec^r. last owed y^e. plt. according to y^e. Act on file and promised him to pay him &c. The plt. appears. The deft. tho' three times publicly called to come into Court doth not come but makes default &c. It is therefore considered by the Court that the said Josiah recover ag^t s^d. John three pounds five Shillings and eleven pence lawful money Damages and Cost of Court taxed at one pound sixteen Shill. & five pence. Ex^r. is. 6th May 1762.

Saul Alvord of Bolton in the County of Hartford and Colony of Connecticut in New England yeoman and Thomas White of South Hadley in the County of Hampshire yeoman Plt^s vs Jonathan Baker of South Hadley afores^d. yeom. } Alvord
def^t. in a plea of Debt for that whereas the Deft. at South Hadley aforesaid on the ninth of April 1760 by his bond of that date in Court to be produced bound himself by the name of Jonathan Baker of Ashford in the County of Windham and Province of the Massachusetts Bay in New England yeoman to the Plt^s } et al.
by the names of Saul Alvord of Northampton and Thomas White of S^d. Hadley both in the County of Hampshire in the Province afores^d. in the Sum of five hundred Pounds lawful money meaning (as s^d. Plt^s declare) lawful money of this Province to be paid to the Plt^s on Demand yet the Deft. tho' often thereto requested has not paid said five hundred pounds to the Plt^s or either of them but wholly deny to do it to their Damage £510 - The plt^s by their Attorney appear. The deft. tho' three times publicly called to come into Court doth not come but makes Default. It is therefore Considered by the Court that the said Saul Alvord & Thomas White recover against the s^d. Jonathan Baker the whole Sum of y^e. bond declared on as afores^d. And that the s^d. Saul & Thomas have their Execution only for the Sum of One hundred and sixteen pounds nineteen Shillings and nine pence three farthings lawful money Debt.
& Cost of this Suit taxed at One pound nine Shill. & seven pence.

After all which the said Jonathan by Charles Phelps Esq^r. his Attorney comes into Court and appeals from the Judgment of this Court to the next Superior Court of Judicature &c. to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and He recognizeth with Sureties as the Law directs for the said Jonathan's prosecuting his appeal with Effect as by s^d. Recognizance on file appears.

Reuben Belding of Hatfield in the County of Hampshire yeoman plt. v
 Belding Joseph Holmes^{lately} of Hatfield aforesaid yeoman deft. in a plea of the case for that
 or Holmes whereas the Deft. on the fifth day of September 1760 at Hatfield aforesaid by
 his note for value rec^d promised the plt. to pay him one hundred and ninety
 five pounds lawful money of this Province on Demand with the lawful
 Interest thereof till paid yet the deft tho' often requested has not paid y^e
 contents of said note to the plt. but he wholly denies to do it to the Damage
 of the said Reuben the Sum of £230. — The plt by Joseph Hawley Esq
 his Att^r appears & the Deft. by Charles Phelps gent his attorney comes and
 defends and, reserving to Himself Liberty to alter the following plea or make
 any other or new plea on the Trial of the Appeal, for plea saith he ought
 not to be sued in manner and form as is within alleged and thereof puts
 Himself on the Country — And the plt. consenting to the aforesaid reservation
 says the Deft's plea above pleaded and the matter therein contained are
 an insufficient answer to the plt's Declaration and that he is not bound
 by the Law of the Land to make answer thereto and this he is ready to
 verify & thereof &c. — And the Deft. says his plea afores^d is sufficient
 Whereupon the Premises being seen & by his Majesty's Justices now here fully
 understood and upon mature deliberation thereof had forasmuch as it
 appears to his Majesty's s^d Justices that the Deft's plea afores^d and the
 matters therein contained are not in Law good & sufficient &c. It is there-
 fore considered that the said Reuben do recover against the s^d Joseph the
 Sum of Two hundred & Twelve pounds and nine pence lawful money Dam-
 age and Cost of Court taxed at one pound six shillings & three pence —

The deft. appeals from the Judgment of this Court to the Superior Court
 of Judicature & to be holden at Springfield within and for y^e County of
 Hampshire on the fourth Tuesday of September next and recognizes with
 Sureties as the Law directs to prosecute his appeal with Effect as by
 said recognizance on file appears —

Morton Jonathan Morton of Hatfield in the County of Hampshire gent. plt. v Nathaniel
 or Gunn Gun lately of Montague in the same County yeoman deft. in a plea of Debt
 demanding Sixty pounds due by y^e Deft's bond bearing date the ninth of August
 1760 & as if the Writ on file is more fully set forth — The plt. by his Attorney ap-
 pears — The deft. being three times publicly called to come into Court makes
 Default &c. It is therefore considered by the Court that the s^d Jonathan
 recover against the s^d Nathaniel the Sum of £ lawful money
 (being the Penalty of the said bond) Debt & Cost of Court taxed at £11. 6. 4 —

Same ag^t Jonathan Morton of Hatfield in the County of Hampshire gent. plt. v Reuben
 Belding of the same Hatfield yeoman deft. in a plea that the said Deft. owes
 Belding to the plt. Two hundred and forty pounds lawful money of this Province which
 He the deft. owes and unjustly detains from the plt. for that whereas the
 deft. on the 27th day of September 1760 at Hatfield aforesaid by his bond of
 that date in Court to be produced bound Himself (by the name of Reuben Belding
 of Hatfield in the County of Hampshire in his Majesty's Province of the
 Massachusetts-bay in New England) to the plt. (by the name of Jonathan
 Morton of Hatfield in the County and Province afores^d) in the said Two
 hundred and forty pounds to be paid to y^e plt. on demand yet the deft. tho'
 often thereto requested hath not paid said Sum to the plt. but he wholly
 denies to do it to the Damage of the s^d Jonathan £240 —

The plt. by his attorney appears - The Deft. thrice times publicly called to
come into Court doth not come but makes Default &c. - It is therefore considered Morton's
17
by the Court that the said Jonathan recover against the said Reuben the sum Belding
of One hundred and thirteen pounds eight shillings and a penny lawful
money (being 4th Chancery of the above^d bond) Debt of Court taxed at
one pound four shillings and seven pence - After all which the Deft.
by Daniel Jones Gent. his Attorney comes into Court and appeals from
the judgment of this Court to the next Superior Court of Judicature to be
held at Springfield within and for the County of Hampshire on the
fourth Tuesday of September next & the s^d Attorney recognizes with sureties
as the Law directs for the Appellant, prosecuting this appeal with effect
as by said Recognizance on file appears

The Inhabitants of the Town of Northampton in the County of Hampshire
plt. vs Jonathan Hunt of the same Northampton Gent. Deft. in a plea of The Inhabitants
of y^e Town
of North
Hampshire
Ejectment wherein said Inhabitants demand against said Deft. the several
described pieces of Meadow Land hereafter mentioned lying and being in s^d
Northampton Meadow and in the same Town in that part thereof called
Middle meadow one of the aforesaid pieces of Land described and bounded as
follows viz Beginning at and running from the lower end of Munhards
Ditch so called on the brow of the Hill commonly called Middle meadow hill
easterly on the top and brow of said Hill thirty Rods thence South sixteen Deg.
and 30^m East towards the great River to the North Side of the brush upon the
uncleared Land along near by said River thence running westerly by the s^d
uncleared Land thirty one rods and from thence to the first Station containing
eight acres and a half (as said Inhabitants say) with the Appurtenances -
Whereupon said Inhabitants say that they in a time of peace in the reign
of our late royal Sovereign George the first King within Sixty years last
past were seised of the Premises and Appurtenances in their Demeanor as of
fee in Common and undivided taking the profits thereof to the Value of Six
Pounds by the Year and being so thereof seised the Deft. hath since entered
into the Premises and hath unjustly disseised them thereof & unjustly
deposes them - Also one other piece of Land lying in said Middle meadow
described and bounded as follows viz Beginning at the lower end or point
of Munhards Ditch and from thence running upon the brow of the Hill
called middle meadow hill up to the uppermost Side of y^e Cart Way Dug to
go down the s^d Hill fourteen rods and a half and then turning upon a square
from the Top of middle meadow Hill afores^d towards the said Great River
thirty and Seven Rods thence running upon a right Angle Westerly fourteen
Rods and a half and from thence running thirty seven rods to the first Sta-
tion containing three acres and a quarter and the Appurtenances - Where-
upon they say that they s^d Inhabitants in a time of peace in the reign of y^e
same King abovesaid and within forty three years last past were seised
of the Premises and Appurtenances in their Demeanor as of fee in Common &
undivided taking the profits thereof to the Value of three pounds by the
year and being so thereof seised the Deft. hath since entered into y^e Premises
and hath unjustly disseised them and still holds them out - Also one other
piece of Land lying in said Middle meadow described and bounded as
followeth viz after measuring from the aforesaid Lower end of munhards
Ditch South sixteen Degrees and 30^m East thirty seven rods the first Station
hereafter referred to from thence turning East upon a right angle and run-
ning fourteen

Inhabitants of Northampton
Hunts. fourteen rods and a half and from thence running East sixteen rods and from thence running South sixteen deg. & 30^m East to the edge of the unleased Land a little distance northerly of said River and from thence running westerly by and on the north side of said unleased Land thirty one rods from thence turning north sixteen deg. & 30^m West to the first station last mentioned which said last described Land as the plt say contains two acres and a half with the appurtenances - Whereupon the s^d Inhabitants say that they in a time of Peace viz in the time of the Reign of his late Majesty George the Second and within Twenty years last past were seized of the Premises with the appurtenances in their Demesne as of fee in Common and undivided taking the profits thereof to the Value of forty Shillings by the Year and being so thereof seized the Deft hath some entered into the Premises and hath unjustly disseised them thereof and unjustly detenes them - All which Disseisins & the several unjust Detenements as above alledged are to the Damage of the s^d Inhabitants the sum of £260. - The parties appear - And the said Jonathan Hunt by John Worthington Esq^r his att^r comes and defends & pleads that he is not guilty in manner and form as the plt^s in their Declaration have alledged and thereof puts Himself on y^e Country - & the plt^s by Charles Phelps Gent. likewise do the same - The Writ being produced in this Case the Parties fully heard and all ^{things} touching the Case being fully discussed It is committed to the Jury Mr. Elisha Hubbard foreman and fellows 12^o Jury having first had an actual view of the Premises demanded & who return their Verdict on Oath that they find for the Deft. - of Court It is therefore considered by the Court that the said Jonathan recover against the said Inhabitants of s^d Northampton one pound nine Shillings and eight pence lawful money allowed him by the Court for his costs and expences in defending this Suit &c. - The plt^s appeal by their s^d Att^r from the judgement of this Court to the next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next who recognizes with sureties as the Law directs for the Appellants prosecuting their appeal with effect as by said Recognizance on file appears -

Clark St.
Osgood John Clark Jun^r of Hadley in the County of Hampshire yeoman plt vs Aaron Osgood Jun^r of Shutesbury in the same County yeoman Deft in a plea of y^e Case for that y^e Deft by his note on y^e 3^d of March last promised y^e plt fourteen pounds 4^s by y^e first of May then next with use &c. as is more largely set forth in the Writ bearing date y^e 23^d of January last - the plt appears - The Deft. being three times called to come into Court makes default of Appearance - It is therefore considered by the Court that the s^d plt recover against the s^d Deft. fourteen pounds fifteen Shillings and seven pence lawful money Damages & Cost of Court taxed at one pound 12^s. -
 Ex^d W. 13th July 1762 -

Loughhead
Foster Robert Loughhead of Blandford in the County of Hampshire yeoman otherw^e called Robert Lawhide of Blandford Husbandman plt. vs David Foster of Cranville in s^d County yeoman Deft. In a plea of Debt for that the Deft at said Cranville on the nineteenth of March last past by his bond obligatory of that date in Court to be produced bound and obliged Himself by the name of David Foster of Cranville in the County of Springfield Mason to pay s^d Rob^t nine pounds lawful money on demand yet s^d Robert tho^o often requested hath

hath not paid said Sum or any part thereof but wholly denies to do it to y^e Lawhide
Damage of the said Robert Ten pounds - The plt. by John Phelps gent his or
attorney appears - And the deft by Charles Phelps gent. his attorney comes Foster
into Court and reserving to himself Liberty of making any new plea on
the Trial of the Appeal pleads and says he is not guilty & thereof prays Judg
ment - And the plt. consenting to said Reservation says that the deft's plea
and matters therein contained are insufficient in Law to the which he is
not held by the Laws of the Land to answer and this he is ready to verify
and thereof prays Judgment &c And the deft. says his plea is sufficient.
And the s. Justices being seen and fully understood by his Majesty's Justices
now here & it appearing to the s. Justices that the deft's plea above is not
in Law good & sufficient &c It is therefore Considered that the s. Robert do
recover against the said David four pounds ten Shillings, lawful
money being the (Chancery of the above's bond) debt and Cost of Court
taxed at Two pounds Six Shillings and five pence - The deft. by his said
Attorney appeals from the Judgment of this Court to the Superior Court
of Judicature &c to be holden at Springfield within and for the County
of Hampshire on the fourth Tuesday of September next who recognises
with Sureties as the Law directs for the Appellants prosecuting his
Appeal with Effect as by said Recognizance on file appears -

Zadock Martindale of Westfield in the County of Hampshire yeoman Martindale
plt. vs Samuel Lamb of Westfield aforesaid yeoman Deft. In a plea of the or
Case for that said Samuel at s. Westfield on the nineteenth of March Lamb
last past by his note for value rec^d promised said Zadock to pay him or
Order Eight pounds 6^d by the first of September then next with the inter-
est till paid yet tho' often requested the s. Samuel hath not performed
his promise aforesaid but unjustly neglects to do it to the Damage of y^e
said Zadock £10 - The plt. by John Phelps gent his att^o appear - The
Deft. above named by Charles Phelps gent. his attorney also comes into Court
and reserving to himself Liberty of making any other or new plea on the
Trial of the Appeal pleads and says that the plt's Declaration and matters
therein contained are insufficient in Law & which he is ready to verify
and thereof prays Judgment &c And the plt. consenting says his Deftⁿ
is sufficient in Law and thereof prays Judgment &c - Hereupon the
promises being seen and fully understood by his Majesty's Justices now
here and so much as it appears to the s. Justices that the Deft's plea
above is not in Law good &c It is therefore Considered that the said
plt. do recover ag^t the s. Deft. eight pounds, Sixteen Shillings, & eight pence
lawful money Damages & Cost of this Suit taxed at one pound 16^d.
The Deft. by his said Attorney appeals from the Judgment of this Court
to the Superior Court of Judicature &c to be holden at Springfield in & for
the County of Hampshire on the fourth Tuesday of September next &
He recognises with Sureties as the Law directs for the Appellants prose-
cuting his appeal with Effect as by s. Recognizance on file appears.

John Rose yeoman and Kezia Rose spinster and wife of the said John both Rose chls.
of Granville in the County of Hampshire plt. vs Thomas Bancroft of said Granville
Granville yeoman deft. in a plea of the Case for that y^e Deft. then on 7. 24th or
of December 1760 by his note for value rec^d promised s. Kezia then sole and
unmarried by the name of Kezia Haskell to pay her Seven pounds 10^d by the first.

first of November then next yet y^e Deft. tho' often requested never paid the same to her whilst unmarried nor to the plt. since their Intermariage but wholly neglects it to the Damage of y^e s^d John £8. ~ The plt. by their attorney appears ~ The Deft. tho' three times publicly called to come into Court doth not come but makes Default &c. - It is therefore considered by the Court that the said plt. do recover against the s^d Deft. Six pounds lawful money Damages & Cost of Court taxed at one pound nineteen Shillings & nine pence. - After all which the s^d Thomas by John Worthington Esq^r comes into Court & appeals from the Judgment of this Court to the next Superior Court of Judicature &c. to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next. Who recognizes with Sureties as the Law directs for the appellant, prosecuting his appeal with effect as by said Recognizance on file appears.

Leavitt
or
Loomis { Asaph Leavitt of Suffield in the County of Hampshire Gent. plt. vs
James Loomis late of Westfield in s^d County now of Mansfield in the same County yeoman Deft. in a plea of the Case for that said James at said Northampton on the 3^d day of December 1754 by his note of that date for Value rec^d promised by the name of James Loomis of Westfield the s^d Asaph to pay him five pounds lawful money on or before the first day of September then next with lawful Interest for y^e same from the date of s^d note till paid yet tho' often requested said James has not performed his s^d Promise but unjustly denies to do it to the Damage of the said Asaph £6. ~ The plt. by John Phelps gent. his attorney appears ~ And the above said Deft. by Joseph Hawley Esq^r his Attorney comes and defends &c. & says that he never promised the plt. in manner and form as the plt. in his Writ hath alledged and thereof puts himself on the Country - & the plt. likewise doth the same. - After a full hearing in this Case & all things touching the same being fully discussed it is committed to the jury Mr Elipha Hubbard foreman and fellows who return their Verdict therein on Oath that they find for the plt. Two pounds 11/- Damages and Cost of Court. - It is therefore considered by the Court that the said Asaph recover against the said James Two pounds eleven Shillings lawful money Damages and Cost of this Suit taxed at Two pounds 13/- 4. ~ The Deft. by his said Attorney appeals from the Judgment of this Court to the Superior Court of Judicature &c. to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next Who recognizes with Sureties as the Law directs for the said Deft. prosecuting his Appeal with Effect as by s^d Recognizance on file appears.

Fowler
or
Phelps { Samuel Fowler of Westfield in the County of Hampshire yeoman plt. vs
Eldad Phelps of s^d Westfield yeoman Deft. in a plea of the Case for that s^d Eldad at s^d Westfield on the second of April last past by his note for Value rec^d promised the s^d Samuel to pay him or order the Sum of ten pounds lawful money by the first of October then next with the lawful Interest from the date of said Note till paid yet the Deft. tho' often requested has not performed his said promise but unjustly neglects & refuses to do it to the Damage of the s^d plt. £12. ~ The plt. by John Phelps gent. his Att^r appears ~ And the Deft. by Charles Phelps gent. his Att^r comes into Court and pleads & says reserving to himself Liberty to make any new plea on the Trial of the Appeal that he oweth nothing in manner and form as the plt. declares & thereof prays Judgment ~ & the plt. answering says the Deft. plea is insufficient in Law to which

to which he is not holden to answer & this he is ready to verify & thereof may
Judgment & Judgment for his Damages & Cost - & the deft. says his plea is suf-
ficient - & Hereupon the Promises being seen & by the Justices here fully under-
stood it appears to the said Justices here that the deft.' plea above? is not in
Law good and sufficient to preclude the plt. from his action before? - It is then
so considered that the s.^d Samuel recover against the said Eldad Ten pounds
eleven Shillings and Six pence lawful money Damages & Cost of Court as
a bill allowed at £1. 17. 1. - The deft. by his s.^d Attorney appeals from the
Judgment of this Court to the next Superior Court of Judicature to be holden
at Springfield within and for the County of Hampshire on the fourth
Tuesday of September next Whereupon with Sureties as the Law
directs for the Appellant's prosecuting his appeal with Effect as by s.^d
Recognizance on file appears -

Martin Dewey of Cornetbow Precinct in Dutchess County and in the Pro-
vince of New York gent. plt. vs Benoni Sacket of Westfield in the County of Dewey
Sackett
Hampshire yeoman deft. in a plea of $\frac{1}{2}$ Case demanding Six pounds 18/ which $\frac{1}{2}$ Dewey
Sackett
on the 17th of July 1760 by his note promised $\frac{1}{2}$ plt. or his order with lawful interest
but has not paid $\frac{1}{2}$ same - The plt. by John Phelps gent. his attorney appears -
The deft. being three times publicly called makes default of appearance in Court.
It is therefore Considered by the Court that the said Martin recover ag.^t
the said Benoni the Sum of three pounds fifteen Shillings & five pence three
farthings lawful money Damages & Cost of this Suit taxed at two pounds 15/11.
Ex.ⁿ is a 24th March 1762 -

Martin Dewey of Cornetbow Precinct &c (as in y.^e Writ) gent. plt. vs Tho.^s Sarnie
ag.^t
Hanchitt of Westfield in the County of Hampshire yeoman deft. in a plea of Sarnie
Hanchitt
the Case demanding four pounds 8/10 $\frac{1}{4}$ which $\frac{1}{2}$ deft. on the first of June last
past by his note promised to y.^e plt. or order on demand with up, but has not
paid $\frac{1}{2}$ same &c - The plt. by John Phelps gent. his Attorney appears - The deft.
being three times publicly called to come into Court makes default &c -
It is therefore Considered by the Court that the plt. recover against the
def't. four pounds twelve Shillings & ten pence one farthing lawful money
Damages & Cost of this Suit taxed at Two pounds Sixteen Shillings & three pence.
Ex.ⁿ is a March 24th 1762 -

Darby Ryan of Leicester in the County of Worcester yeoman plt. vs Noah Troft Ryan
Troft
of Mohson in the County of Hampshire yeoman deft. in a plea of the Case
wherein the plt. demands ag.^t the Def't and one Richard Freeman several
sums due by their several Notes of various dates given to the plt. and one
William Speer since dec'd. Which $\frac{1}{2}$ s.^d Noah or s.^d Richard never paid & as
by the Writ on file bearing date the 30th day of Oct.^r last more fully appears.
The plt. by John Worthington Esq. his att.^r appears - The def't. being three
times called to come into Court doth not come but makes default &c -

It is therefore Considered by the Court that the said Darby recover against
the said Noah Six pounds twelve Shillings lawful money Damages &
Cost of Court taxed at Two pounds three Shillings & five pence
Ex.ⁿ is a 8th June 1762.

Moses Noble of Westfield in the County of Hampshire yeoman plt. vs Joseph Noble
Munfell
Munfell late of the same Westfield yeoman deft. in a plea of the Case in
which the plt. declares that he together with $\frac{1}{2}$ def't. and at his special instance
at Westfield on the 24th of Sept. 1760 made a joint Note to Thomas & Benj.^a
Forsey for forty one pounds 14/11. with the Interest for the proper debt of $\frac{1}{2}$ def't.
& that the def't. in consideration thereof promised the plt. that he would pay
the s.^d Tho.^s & Benjamin the s.^d Sum - And

and that He would indemnify and save Harmless the said Moses from all trouble (or charges Actions or suits that might be brought against him by means thereof &c which he has failed to do &c as is more particularly set forth in the Writ on file - The plt. appears - The Deft being three times publicly called to come into Court doth not come but makes Default &c -

It is therefore Considered by the Court that the said Moses recover ag^t the said Joseph forty seven pounds Eleven Shillings and Two pence lawful money Damages and Cost of Court taxed at one pound 15/4 - like money
Ex^{ca} is 9th April 1762 &

Porter Esq^r Exec^{rs} of Gaylord
Sarah Porter of Hadley in the County of Hampshire Gentlewoman Widow & Relict of Eleazer Porter Esq^r late of said Hadley dec^d & Eleazer Porter Esq^r now of s^d Hadley Executors of the last Will & Testament of s^d Eleazer dec^d plt^s vs W^m Gaylord of South Hadley in s^d County yeomanr de^{ft}. in a plea of Ejectment wherein the plt^s demand ag^t said William a mesuage viz a Dwelling House & ninety three acres of Land with the Appurtenances lying in said South Hadley and in a Field there called Toll wood Field and is part of one hundred acres of Land there which said hundred acres is bounded as follows viz East on a High Way or field fence West on Connecticut River North on Land of Ephraim Smith and South on Land of Daniel Nash and contains within the said boundaries seven acres of Grap Land by the said William Gaylord heretofore sold & by his Deed conveyed to one William Eastman of s^d Hadley afores^d. Whereupon the plt^s say that y^e s^d William y^e Deft. in a time of peace in the Reign of George the Second being seised of & demanded premises in his Vernefree as of fee on the 7th of February 1756 by his deed of Mortgage conveyed the same to s^d Testator to hold to him and his heirs forever with condition that y^e same should be void in case y^e Deft. or his heirs should pay s^d Testator twenty three pounds 10^s with y^e interest by the 7th of February 1755. & y^e plt^s say he has never paid the same or any penny thereof &c - The plt^s by their Attorney appear. The de^{ft} being three times publicly called to come into Court makes Default of appearance &c - It is therefore Considered by the Court that the s^d Sarah & s^d Eleazer Executors as aforesaid in their s^d Capacity do recover against said William y^e Deft. thirty five pounds and one farthing lawful money (being the sum due in equity upon s^d Mortgage) Debt to be paid within two months from this Time Otherwise the s^d Executors may have s^d ~~the~~ possession of the Land & premises demanded & that Execution be awarded accordingly and also for Costs of this Suit taxed at one pound 8/4 -

Porter Esq^r Exec^{rs} of Taylor
Sarah Porter of Hadley in the County of Hampshire gentlewoman (widow & Relict of Eleazer Porter late of said Hadley Esq^r dec^d) And Eleazer Porter now of said Hadley Esq^r Executors of the last Will and Testament of said Eleazer deceased plt^s vs Moses Taylor of South Hadley in the same County yeomanr de^{ft}. in a plea of Ejectment wherein the plt^s demand ag^t the Deft. sundry Tracts of Land all particularly described in their Writ - Of all which y^e Deft. on the 29th of March 1745 gave to the s^d Testator a deed of mortgage well executed & thereby conveyed the same to y^e s^d Testator to hold to him & his heirs forever, with condition however there underwritten, the Deft^r performing of which was to render y^e same deed void but which y^e Deft^r hath failed to perform &c all which is particularly set forth in the plt^s writ on file bearing date the fifteenth of Jan^y last - The plt^s by their Attorney appear. The Deft^r being three times publicly called to come into Court makes Default of Appearance &c

It is

It is therefore Considered by the Court the said Sarah & Eleazer s^r Executors in s^d Capacity recover against the said Moser the Sum of £14.19.5³/₄ lawful money (being the sum due in equity) Debt & Cost of this Suit taxed at one pound eight Shillings & ten pence & they may have their Execution thereof & And in case the said Sum of £14.19.5³/₄ shall not be paid within two months from this time that then the s^r Executor do recover y^e Possession of the Lands and Premises demanded and that Ex.ⁿ be awarded for same accordingly and for Cost.

John Worthington of Springfield in the County of Hampshire Esq. plt. vs Joseph Hinds of Greenwich in the same County yeoman administrator on the Estate of Israel Hinds late of s^d Greenwich yeoman dec^d. Def^t. in a plea that s^r Joseph render to said John thirty eight pounds, 8/8 which from ^{q^d plt} the s^r Joseph unjustly detains & which the plt. says by the Judgment of the Superior Court of Judicature & holden at Springfield on the fourth Tuesday of September in the thirty second year of the Reign of George the second He recovered against the s^d Israel (then living) but that the same was never paid and satisfied & as if the Writ may be seen. The plt. appears. The Def^t. being three times publicly called to come into Court makes default of appearance & It is therefore Considered by the Court that the said Plt. recover against the Estate of said Israel dec^d in the hands & under the Administration of said Joseph thirty eight pounds, eight Shillings and eight pence lawful money Debt and Cost of Court taxed at one pound 15/9 - { Ex.ⁿ is 25th Mar. 1762. } Worthington Esq. vs Hinds' Ad^r

William Scott Jun^r of Palmer in the County of Hampshire gent. plt. vs Isaac Davis of Greenwich in the same County yeoman def^t. in a plea of the Case for Recovery of three pounds, 15/8 which q^d def^t. on the 20th day of July last promised (by his note) to pay the plt. on demand with up but has not done it & - Scott vs Davis

The plt. appears. The def^t. being three times publicly called to come into Court makes Default of Appearance & It is therefore Considered by the Court that the said William recover against the said Isaac three pounds, eighteen Shillings and nine pence lawful money Damages & Cost of Court taxed at one pound Seventeen Shillings and Seven pence - Ex.ⁿ is 6th July 1762 -

William Scott Jun^r of Palmer in the County of Hampshire gent. plt. vs Lemuel Smith of Wintonfield in the same County yeoman def^t. in a plea of the Case demanding eight pounds 10/4 which the def^t. on the eleventh of August last by his note promised the plt. on demand with up & as if the Writ is to be seen. The plt. appears. The Def^t. tho three times publicly called to come into Court doth not come but makes Default & It is therefore Considered by the Court that the said William recover against the said Lemuel nine pounds Two Shillings and Six pence one farthing lawful money Damages & Cost of Court taxed at one pound eighteen Shillings and Eleven pence - { Ex.ⁿ is 6th July 1762. } Same ag^t Smith

Abiel Abbot of Windsor in the County of Hartford and Colony of Connecticut yeoman plt. vs Ephraim Kellogg of Amherst in the County of Hampshire yeoman Def^t. in a plea of the Case for that said Ephraim at said Northampton on 4th Sixth day of October A^d 1754 by his note of that date for Value received promised the plt. by the name of Abiel Abbott Jun^r. to pay him eight thousand and a half of good white pine Shingles (which Shingles the plt. saith are well worth twenty Shillings lawful money & thousand) to be delivered at Jonathan Bissell's at Windsor afores^d by the first day of June then next from the date of s^d said Note of which Shingles the Def^t. afterwards to wit on the 15th day of July 1755 delivered Abbot vs Kellogg

Abiel Kellogg delivered to the plt six thousand in part payment of said Note the remaining two thousand and a half of said shingles the deft. hath never paid to the plt. tho' by him often thereto requested and although the plt. has always been ready at the Place of Delivery afores^d to receive the same but the deft. always has and still does neglect and refuse to perform his said promise to the Damage of the said Abiel four pounds. - The parties appear - And the Deft. by Joseph Hawley Esq of his attorney reserving Liberty to give any Special matter in Evidence under the General Issue which might have been specially pleaded says that he never promised in manner and form as the plt. in his Writ has alledged and thereof puts Himself on the Country. - & the plt. by John Worthington Esq likewise doth the same - After a full hearing of the Parties the Case is committed to the Jury Mr. Elisha Hubbard foreman and fellows who return their Verdict on Oath that they find for the Deft. lost of Court. It is therefore considered by the Court that the said Ephraim recover against y^e said Abiel the Sum of £ lawful money allowed him by y^e Court for his Costs & Expenses in defending this Suit, & he may have his Execution -

Chauncey Whittlesey Clerk and Elisha Whittlesey yeoman both of New Haven in the County of New Haven and Colony of Connecticut plt. vs Jon^s Warner of Hadley in the County of Hampshire yeoman Deft in a plea of y^e Case for that said Jonathan ab said Hadley on the Second of April 1753 by his note for Value rec^d promised the Plaintiffs to pay them five hundred and fifty pounds six Shillings and three pence in bills of public Credit of the Colony of Connecticut (which they say is equal in value to seventy five pounds lawful money on Demand with the lawful Interest for the same till paid yet said Jon^s tho' often requested has never performed his said promise but neglects to do it to the Damage of y^e plt. eighty pounds - The plt. by their Attorney appear - And the deft. by Charles Phelps gent. comes into Court and defends and reserving to himself Liberty to make any new plea on the Trial of the appeal says that the plt. ought not to have sued the Deft and thereof puts Himself on the Country - And the plt. consenting say the Deft's plea above pleaded is an insufficient Answer to their Declaration and that they are not bound by the Law of the Land to make answer thereto and thereof pray Judgment do - & the deft. says his plea is sufficient. Whereupon the Premises being seen and by the Justices now here fully understood It appears to the said Justices that the Deft's plea abovesaid by him in manner aforesaid pleaded and the matter therein contained are insufficient in Law to preclude the plt. from their Action afores^d against the afores^d Deft. as the aforesaid Deft. hath alledged - It is therefore considered that the s^d plt. do recover against the afores^d Deft. Seventy nine pounds Six Shillings and ten pence lawful money Damages And Two pounds eleven Shillings and three pence like money Cost of this Suit -

The Deft. by his said Attorney appeals from the Judgment of this Court to the Superior Court of Judicature & to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next Who Recognizes with Sureties as the Law directs for the Appellants prosecuting his appeal with Effect as y^e said recognizance on file appears -

Elijah Kent of Suffield in the County of Hampshire otherwise called Suffield in the County of Hartford and Colony of Connecticut yeoman plt. vs David Ingersoll of Great Barrington in the County of Berkshire Gent. Deft. in a plea of the Case demanding thirteen pounds 4/4 with the interest upon y^e Deft's Promise by his note made

made the 26th day of August 1760 as by writ may be seen at large set forth -
The Plt. by his Att^r appear - The deft. being three times publicly called to come into
Court makes Default of Appearance &c - It is therefore Considered by y^e Court
that the said Elijah recover against the s^d David fourteen pounds nine
Shillings and five pence three farthings lawful money Damages & Cost of
Court taxed at two pounds five Shillings nine pence -

Joseph Staunton of Westfield in the County of Hampshire yeoman & Iron holder
Plt. vs Benoni Sacket of y^e same Westfield yeoman deft. in a plea of the Case
demanding two pounds of s^d by y^e Interest upon the deft^s promise made by his note
to the Plt on the Second of Sept^r last &c as in y^e Writ - The plt. by his attorney
appears - The deft. being three times called to come into Court makes Default of
Appearance &c It is therefore Considered by the Court that the said Joseph
recover against the said Benoni the Sum of £ lawful money Damages
and Cost of Court taxed at one pound sixteen Shillings & five pence -

Benajah Steverfon Jur^r of Springfield in the County of Hampshire yeoman
Plt. vs John Moor 2^d lately of Palmer in said County yeoman deft. in a
plea of the Case demanding four pounds which y^e deft. on the eighteenth of May
1761 by his note promised y^e Plt. by the 18th of Sept^r then next &c as in y^e Writ -
The plt. by his Att^r appears - the deft. being three times called to come into Court
makes Default of Appearance &c - It is therefore Considered by the Court
that the said Benajah recover against the said John four pounds lawful
money Damages And Cost of Court taxed at one pound 16^s 7^d. { Ex^r is 23^d
June 1762 -

Joseph Browning of Brimfield in the County of Hampshire yeoman Plt. vs
Samuel Day of Springfield in the same County Gent. deft. in a plea of the Case
for that the Deft at said Springfield on the 26th of December 1760 by his note
for Value rec^d promised the Plt. to pay him nine pounds 10^s money within six
months from the Date of said Note with the lawful Interest till paid yet y^e
Def^t. tho often requested hath never performed his s^d Promise but neglects it
wth Damage of the s^d Joseph &c - The Plt. by John Worthington Esq^r his Att^r
appears - The deft. tho three times publicly called to come into Court doth not
come but makes Default of Appearance &c It is therefore considered by the
Court that the said Joseph recover against the said Samuel ten pounds four
Shillings and three pence y^e lawful money Damages And Cost of Court taxed
at one pound nineteen Shillings and seven pence - After all which the deft.
by John Worthington Esq^r his Attorney comes into Court and appeals from the
Judgment of this Court to the Superior Court of Judicature &c to be holden at
Springfield within and for the County of Hampshire on the fourth Tuesday
of September next whereoynizes with Sureties as the Law directs for the s^d
Samuel, prosecuting his appeal with Effect, as by said recognizance on file appears -

Oliver Russell of Greenwich in the County of Hampshire yeoman Plt. vs Jacob
Hinds of Pelham in the same County Gent. deft. in a plea of the Case demanding
Six pounds 4^s lawful money which the deft. by his note on the fifteenth of April
1760 promised the plt. within a year and interest &c as in y^e Writ - The plt. by
his Att^r appear - The deft. being three times called to come into Court makes
Default of Appearance - It is therefore considered by the Court that the s^d
Oliver do recover against the said Jacob Six pound Eighteen Shillings and
four pence lawful money Damages And Cost of Court taxed at one pound
Sixteen Shillings and a penny like money

294.
Hawley App. } Moses Hawley of Amherst appellant vs Abiel Abbott of Windsor appellee.
Abbott } In this case the s^d Moses being three times publicly called to come into Court and
prosecute his appeal against the s^d Abiel is Nonfuit & the s^d Abiel likewise
defaulted & the action is dismissed

Townley } John Townley of Hartford in the County of Hartford & Colony of Connecticut Mer-
Alford } chant Plt. vs Elijah Alvord of South Hadley in the County of Hampshire yeoman
deft. in a plea of the Case for that said Elijah at Springfield in said County of
Hampshire on the 28th of June 1761 by his note for value rec^d promised s^d John
to pay him sixty three pounds 8/4 three months after that date yet s^d Elijah
tho often requested hath not paid the same or any part of it but neglected to
do it to the Damage of the s^d John £80. — The plt by Moses Bliss Gent. his
Attorney appears — The Deft. tho three times publicly called to come into
Court doth not come but makes default of appearance & It is therefore
considered by the Court that the said John do recover against the s^d Elijah
Sixty three pounds eight Shillings and four pence lawful money Damages
& Cost of this Suit taxed at Two pounds three Shillings and one penny

After all which the said Elijah by John Worthington Esq. his Att^r comes
here and appeals from the Judgment of this Court to the Superior Court of
Judicature to be holden at Springfield within and for the County of
Hampshire on the fourth Tuesday of September next Where he recognizes with
Sureties as the Law directs for y^e Appellants prosecuting his appeal
with Effect as by said Recognizance on file appears —

Chapin } Joseph Chapin of Springfield in the County of Hampshire yeoman Plt. vs
William } Nathaniel Williams of Westfield in the same County yeoman deft. in a plea
of the Case demanding Seven pounds 6/3. with y^e lawful Interest which y^e deft.
by his note on the 26th of Dec. 1760 promised y^e plt. by the 23^d of March then
next & as in the Writ — The plt. appears — The deft. being three times publicly
called to come into Court makes Default of Appearance & —

It is therefore Considered by the Court that the said Joseph do
recover against the said Nathaniel Seven pounds Seventeen Shillings and
two pence lawful money Damages and Cost of Court taxed at one pound
Seventeen Shillings & three pence like money Ex^{ta} in^d 14th July 1762.

The foregoing Judgments & Orders were made &
entered up and then the said Court adjourn'd
without Day —

Teste W^m Williams Clerk

At his Majesty's Court of General Sessions of the Peace held
at Northampton within and for the County of Hampshire
(by a Second Adjournment of the General Assembly, on the
Third Tuesday of March (being the 16th Day of 3^d month)
Anno Domini 1762.

Feb 7 Court
of Sep^{rs}
adourn'd
to March

The following, are all the Persons named
in the General Commission of Justices of
the peace for the County of Hampshire,
which was now first published — Viz.

Tho^s. Hutchinson Esq. St. Governor

Samuel Wells Esq.

Benj^a. Lynde Esq.

John Cushing Esq.

Samuel Sanford Esq.

John Quincy — Esq.

Samuel Watts Esq.

John Chandler Esq.

Andrew Oliver Esq.

William Brattle Esq.

Thomas Hubbard Esq.

Chambers Russell Esq.

Peter Oliver — Esq.

Israel Williams Esq.

Nath^l. Sparhawk Esq.

Harrison Gray Esq.

James Otis Esq.

Edmund Trowbridge Esq.

Thomas Clap — Esq.

Timothy Dwight Esq.

John Worthington Esq.

Elijah Williams Esq.

Josiah Dwight Esq.

Joseph Hawley Esq.

Timothy Dwight Junr. Esq.

John Sherman Esq.

Seth Field Esq.

David Mosely Esq.

Samuel Mather Esq.

Thomas Williams Esq.

Josiah Chauncy Esq.

Eleazer Porter Esq.

Eldad Taylor Esq. —

The Justices of y^e above 2
Court qualified to act as
Justices of y^e Peace and
now present are —

Israel Williams

Timothy Dwight

John Worthington

Elijah Williams

Josiah Dwight

Joseph Hawley

Tim^o. Dwight Junr.

Seth Field

Samuel Mather

Thomas Williams

Josiah Chauncy

Eleazer Porter

Eldad Taylor

Esquires

Esquires —

Grand Jurors —

Nath^l. Kellogg fore^{man}

Jonathan White

Charles Brewer

Josiah Pomroy

Noah Strong

Elmathan Graves

Samuel Smith

John Field

Matthew Noble

John Mosely

Joseph Hoar

Adonijah Russell

Samuel Childs

Simon Cooley

Benoni Wright

attended 3 days —

Jury for Trials

Elisha Hubbard fore^{man}

Joel Ely

Eleazer Burt

Stephen Root

Jerijah Strong

Jonathan Allis

John Noble

Levi Newton

Joseph Bodman

Eben^o. Cowls

Abner Smith

This Jury tried

W^m Clarke —

absent.

de
Supply Kingsley
Hal.
Rice

The abovesaid Justices are all of
the Quorum except the last eight.

Be it remembered, that at this Term William
Williams of Hatfield was by y^e Justices of this
Court now then present appointed y^e Clerk of the
Court of General Sessions of y^e Peace for y^e County of
Hampshire to make record of all such matters & things,
as y^e Court shall order or by Law ought to be recorded
& in all things to do & perform what belongs to y^e duty
& Office of such Clerk & was now sworn in open Court to
y^e faithful discharge of his Trust Att^o. Tim^o. Dwight Just. of Peace
Attest ~~at Hatfield~~ at Hatfield 17th Feb. W^m Williams Cler.

S. Rex } Sarah Church wife of Nathaniel Church late of Hadley yeoman now of West?
Church } (as in the presentment) who was committed at the last term of this Court of
 the felony there at large charged ag^t her (as may be seen on record of that term
 at large set forth) and for whose personal appearance here the s^d Nath^l was
 at y^e last term bound by way of recognizance to the King - was now called
 to come into Court; & the s^d Sarah comes before this Court; But because
 the Justices here are not yet advised of giving their Judgment upon the
 Verdict found against the s^d Sarah at the last Term of y^e Court - It is now
 ordered that the said Sarah be further held by recognizance to y^e King to
 make her personal appearance before this Court at their next Session to
 hear the Judgment & to further to answer &c - And Nathaniel Church jun.
Quoy } (abovenamed now of Hadley Principal on behalf of s^d Sarah Eber Church
ordwainer } & Tho^s Elden yeoman both of Hadley Sureties to s^d Nathaniel
 recognize to our Sovereign Lord y^e King in the respective sums following viz
 s^d Principal in y^e Sum of £50. & said Sureties in the Sum of £25 each
 for the said Sarah's making her personal appearance before y^e Justices of
 this Court at the next Term thereof to be held at Springfield on the first
 Tuesday of May Next further to do and receive what may then & thereby
 s^d Court be enjoined her in the premises & to answer to what may be further
 objected against her on his majesty's behalf - & that she do not thence
 depart without Licence, and that she be of good behaviour in y^e mean time

S. Rex } The Grand Jurors for our Sovereign Lord the King for the body of this County do
S. Hadley } on their Oaths Present that the Common Highway of the said Lord y^e King in
 the Township of South Hadley in s^d County leading from the meeting House in
 Belcheritran by a mountain called Claps mountain & thro' the Tract of Land
 called the Banks & thence to Springfield viz in that part of the same Way
 that is adjacent and near to said Mountain & in said South Hadley for the
 Length of half a mile and for the whole width thereof And in another part
 thereof viz at a Swamp in that Part of the same Way that lies in y^e Land
 aforesaid called the Banks & for the Length of twenty rods and for the whole
 Width of said Way on the first day of August current was and still is in
 great Decay for want of due reparation and Amendment thereof so that the
 Liege Subjects of the said Lord the King passing along the same way cannot
 pass thro' the same without great Difficulty & Danger - To the Great Damage
 and Common Nuisance of all the Liege of the said Lord the King passing thro'
 the same Way & that the Inhabitants of the said Town of South Hadley of
 right & by Law ought to repair and amend the same Way so often as y^e same
 stands in need of Repair & that they neglect to do it contrary to the Law of
 this Province as such Cases made and provided the Pleas of of the s^d Lord the
 King & Which Presentment was made to this Court at their Term in
 August Last and signed Nathaniel Kellogg Foreman - & now y^e Inhabitants
 of the District of South Hadley in s^d County (by Daniel Naffs gent their agent
 come before the Court And having heard the Presentment by s^d Agent
 plead to quash the same for that South Hadley aboves^d when the defective &
 unrepaid Ways are in s^d Presentment said to be, is therein said to be y^e Town
 of South Hadley & when in fact South Hadley in s^d County is a District &
 Whereupon y^e Pleas being seen & understood by the Justices here, forasmuch as it
 appears to s^d Justices that the deft^s plea is good & sufficient & It is therefore
 Ordered y^e y^e Presentment be quashed and that y^e Deft^s be no further held &c -

The Jurors of our Sovereign Lord the King for the body of the County of Hampshire
do on their Oaths Present that William Clark of Hadley in the County aforesaid
Labourer a minor under the age of twenty one years but of the Age of Discretion
and son of John Clark of said Hadley yeoman did at said Hadley on the 27th
day of September last past feloniously steal take and carry away one silver
Watch of the Value of Seven pounds the Goods and Chattels of Charles Phelps of
said Hadley Esq. contrary to the Laws of this Province in such Cases provided
the Peace of the said Lord the King his Crown and Dignity - Which Present-
ment was made at the last Term of this Court and Signed Nathl. Kellogg
foreman - & now the said William (being held by recognizance for this pur-
pose) comes before the Court & being set to the Bar he pleads to the abovesaid
Presentment that he is in Nothing guilty thereof & thereof he puts himself
on the Country - & a Jury thereof now comes into Court and being sworn accord-
ing to Law to try the Issue between our s^d Lord the King and the Defendant
after a full hearing return their verdict therein that is 'they on their Oaths
say the Deft is guilty of feloniously stealing taking and carrying away
a Silver Watch (the Goods & Chattels of s^d Charles) of the Value of three pounds
fifteen Shillings lawful money - The Court having Considered of the Offence
do Order that the said William pay a fine of forty Shillings to be to his
Majesty for the Support of the Government of this Province or be whipped
ten Stripes on his naked back to be well laid on - And that he forfeit & pay
to the said Charles (said Watch being returned to him & now in his possession)
Double the Value thereof being £7. 10. & Cost of Prosecution taxed at five
pounds fifteen Shillings Standing Committed &c. And it is further ordered
that the said Charles may dispose of the said William in Service to any of his
Majesty's liege People for the Space of Six months from this Time & bind
him accordingly -

Anna Hubbard of Suddordland Singlewoman comes before the Court and
confesses that she committed Fornication sometime in the month of Oct^r
1760. The Court having Considered of her Offence do order that she be
committed to the King in the sum of twenty Shillings lawful money & that
she pay Costs standing Committed &c. same
agt
Hubbard

William Murray of Amherst who stood bound by recognizance to the King taken up
at the last Court to make his personal appearance at this Court was now dis-
charged therefrom by Proclamation by Order of Court - Murray
disch^d

Stephen Coats is now licensed to keep a ferry over Connecticut River
at the usual ferry place in the Road from Northampton to Housatonic
& it is ordered that the fare for man and Horse shall be of same it was the
last year - & Elijah Lyman yeoman and Caleb Lyman yeoman come into
Court and recognize to y^e King on behalf of said Stephen in the sum of £5.
each for the said Stephen's faithful discharge of his Place aforesaid - Hous-
atonic
Ferry

Rebekah Bliss widow & relict of Capt. Luke Bliss of Springfield late deceased
is licensed by the Court to be an Inn holder Retailer & Common Victualler in the
house she dwells in there till y^e next August Term - & Moses Bliss gent comes
into Court & recognizes to y^e King as principal on behalf of said Rebekah in y^e sum
of £10 with Sureties viz Daniel Jones gent & Ebene^r Bull yeoman in £5 each for her
her keeping good Rule & Order in her house & duly observing the Law made for Regu-
lation of such Houses & the s^d Moses also recognizes to the King on behalf of s^d Rebekah
as principal in y^e sum of £50 with y^e same Sureties in £25 each for her keeping
& order by the Amounts & paying y^e Duties by Law required - Inn-
Rebekah
Bliss

246
Inn - Samuel Marble of Roxbury Canada is now licenced by the Court to be an Innholder Retailer and Common Victualler in his house there till the next August Court. & He recognizes to the King as principal in the Sum of £10 with sureties viz Moses Evans and Willard Stevens in the Sum of £5 each to keep good rule and Order in his House and duly to observe the Laws made for Regulation of such Houses & also recognizes as principal in the Sum of £50 with the same Sureties in £25 each to keep and render the accounts and pay the Duties by Law required

Ret
ym
Day } William Day of Westfield Gent. is licenced by this Court to be a Retailer of Spirituous Liquors out of his dwelling house there to be spent out of Door till the next August Court. & He recognizes to the King as Principal in the Sum of £10 with Sureties viz Eleazer Burt & Samuel Leonard in y^e Sum of £5 each to keep good rule and order in his house and duly observe y^e Laws respecting persons licenced to sell out of Door only & also recognizes to y^e King as principal in the Sum of £50 with the same Sureties in y^e Sum of £25 each to keep and render the accounts and pay the duties by Law required.

Tea & Nath^l Bartlett } Licence is granted to Nathaniel Bartlett of South Hadley to sell Tea Coffee & China Ware for one year next ensuing. & He recognizes to the King in y^e Sum of £20. with Sufficient Sureties viz Aramiah Alvord yeoman & Daniel Jones gent in the Sum of £10 each for his s.^d Nathaniel's keeping and rendering the Accounts & paying the Duties by Law required.

Willard Stevens } Willard Stevens of Northfield is licenced by the Court to sell Tea Coffee & China Ware the Year next ensuing. & Daniel Jones gent. comes into Court and recognizes to the King on behalf of s.^d Stevens as principal in the Sum of £20 with sufficient Sureties viz Oliver Warner gent. & Sol^o Stoddard gent in £10 each for s.^d Stevens's keeping & rendering the Amounts & paying y^e Duties by Law required.

Oliver Partridge Esq^t } Oliver Partridge Esq is licenced to sell Tea Coffee and China Ware for one year next ensuing. & He recognizes to the King as principal in the Sum of £20 with sufficient Sureties viz Nath^l Dwight Gent. & Sol^o Stoddard gent in £10 each for s.^d Oliver's keeping & rendering y^e Accts & paying y^e Duties by Law required.

John Russell } John Russell of Deerfield is licenced to sell Tea Coffee and China Ware for one year next ensuing; and Hezekiah Russell yeoman comes into Court and recognizes to the King on behalf of s.^d John as Principal in the Sum of £20. with Sufficient Sureties viz Selah Wright & Joseph Lyman yeoman in the Sum of £10 each for the s.^d John's keeping and rendering y^e Accounts and paying the Duties by Law required.

Stoddard & Jones's Petⁿ } Israel Stoddard of Northampton & Daniel Jones of Hadley Gentlemen humbly shew that this Hon^{ble} Court at their last Session granted twenty pound Lawful money towards building a bridge over Westfield River in the Road which leads from Northampton to Pittsfield, which if erected would greatly accomodate the general Travel to and from y^e Counties of Hampshire and Berkshire, but then being no Committee appointed to build s.^d Bridge, your Pet^{rs} humbly pray a Commission may be appointed to take the Charge and Oversight of erecting the same & Read, and this Court thereupon taking into further Consideration the Necessity & Expediency of building the said bridge, & it appearing to y^e Court that y^e same would

much benefit of public. It is ordered that there be allowed in addition to the Sum granted by y^e Court for this purpose at the last Term the Sum of Twenty pounds lawful money out of y^e County Treasury to be paid as y^e Court shall hereafter Order - And Eldad Taylor & Timothy Dwight Justs. Esq^r and Sol^r Stoddard Gent. are by this Court ^{appointed a Committee} to take y^e Charge of erecting said Bridge, and the said Committee is desired to see the same effected as soon as conveniently may be —

Grant for
Hingham
Bridges.

The petition of the Select-men of the Town of Sunderland in behalf of said Town. humbly pray your honors to abate the Sum set to the said Town of Sunderland in the County Tax in the same proportion as the General Court of this Province have in the Province tax, and as in Duty bound shall ever pray your honors most obedient humble servants - Nat. Smith }
- Read and Ordered that the County Treasurer be - John Clary }
directed to reimburse the said Town of Sunderland of } Moss Billing }
the Sum which they were taxed to the County the present year £24.9.5.2. } Sunderland }
it being the Excep^t of the sum said Town was taxed as aforesaid, above what } County Rate }
the s^d Town's Proportion of the County tax is, according to their proportion of } abated }
the Province tax with other Towns in y^e County as the same now stand, }
abated by Order of the General Court, and that y^e Clerk make his Order to the }
Treasurer accordingly — }
Order by y^e Treas^r is. 26th Mar. 1762.

Most humbly shews James Nevins of Greenwich in the County of Hampshire }
gent that within one year last past the Select-men of Greenwich have laid out } James }
in said Greenwich a private Way for the use of the Inhabitants of said Town only } Nevins }
running Southerly by several Distances of various Courses from the Southerly Cor- } Comp^t }
ner of Clerk Raa's Barn yard and mostly thro' y^e Tract of Land in s^d Greenwich }
called Ashley's Grant to a road called the Proprietors road lying westerly of said }
Tract and have laid said Way for the Length or Distance of Two hundred and }
Sixty one rods and of y^e breadth of Two rods upon your Complainants inclosed }
Grounds held by him in fee simple and for the length of fifty rods part of the }
aforesaid Length of two hundred and Sixty one rods thro' your Comp^t's improved }
and sown Land whereby better than three acres and one quarter of your Com- }
plainants land wherof five eighths of an acre was under improvement is }
taken for said Way the laying of which Way as aforesaid at the annual Town }
meeting of the Inhabitants of said Greenwich held on the eighth day of March }
Instant at s^d Greenwich was reported by said Select-men upon proper notice }
thereof being inserted in the Warrant for said meeting to the said Town of }
Greenwich which Town did then and then by a major Vote allow & approve }
of s^d Way and ordered the same to be recorded And your Comp^t says that he }
has not only the abovesaid Land taken from him by the s^d laying and accep- }
tance of s^d Way but his farm is thereby very inconveniently divided & }
he thereby obliged to make much fence otherwise altogether unnecessary for }
all which Damage said Selectmen never awarded or reported any Damages }
to your Complainant nor has said Town of Greenwich in any manner tho' }
often requested made your Comp^t any Satisfaction Your Comp^t also apprehends }
there is necessity of said Way's being laid on his Land but that it might }
be otherwise more conveniently laid for s^d Town your Comp^t therefore humbly }
prays that he may be relieved in manner as by Law of this Province is pro- }
vided and that said Way May be altered or discontinued so far as it lies on his }
Land or otherwise that he may be satisfied by s^d Town the Damages thereby }
Ourselves

ouajoned to him and that this Honorable Court would make y^e Order necessary therefor and as in Duty bound shall ever pray - Joseph Hawley Att^y for y^e Com^{rs} Read & Ordered that the Town of Greenwich be notified of this Complaint & that they ~~may~~ appear at the next Court of General Sessions & shew Cause if any they have, wherefore y^e Complainant should not be relieved in the premises in manner as by Law is provided in such cases -

Notification was made 26th Mar. 1762

Philip Phillipp } Most humbly shews Philip Phillipp of a place called Hursttown in y^e County of Hampshire Yeoman that he is aggrieved and injured at the Sum set and apportioned upon him by the major part of the Apeps of said Hursttown and that he is rated more than his just proportion with others in the last rate or Apepsment made by said Apeps called the Province rate whereby they apseps on the rateable inhabitants in said Hursttown the Sum set upon s^d Hursttown to pay into the Province Treasury by the Act of the General Assembly of this Province passed in June last called the Tax Act and that they have in said Apepsment apsepsed your Complainant more than his just proportion with others by the Sum or excess of Two Shillings lawful money and that he has applied himself to said Apepsment namely Ephraim Marvel & Reuben Allen of said Hursttown and requested them to ease him of s^d excess or sum by w^{ch} he was overrated by them as aforesaid but notwithstanding he has demonstrated to them that he was overrated as aforesaid by them but they have wholly refused to ease or abate said Sum to him or any part thereof contrary to y^e Duty by Law enjoined them He therefore humbly prays He may be relieved by your Honor in this Particular according to the form and effect of one Law of this Province in such Cases provided & He as in duty bound shall pray Read & Ordered that the abovenamed Apeps - Joseph Hawley for y^e said Philip be notified to appear before the Court of General Sessions & at the next Term thereof to answer to y^e foregoing Complaint & shew Cause (if any they have) wherefore the Complainant should not be relieved in the premises in manner as by Law is provided - & that they then produce the Lists of their s^d Apepsment with them -

Notification is 26th Mar. 1762 -

Joniah Dwight Esq^r } Joniah Dwight Esq^r of Springfield presents an account to this Court of sum dry Disbursements he has made to persons who have done service for y^e County in preparing & raising the Step Stones for y^e Court House & mending y^e Goal & and of his own Care and Trouble in making s^d payments in providing materials for y^e Goal & Court House & in inspecting & Repairs & (as on file) amounting to twelve pounds 4/5 3/4 praying an allowance & - & the said Account being seen by the Court is allowed - & it is ordered that the County Treasurer be directed to pay the s^d Joniah Dwight Esq^r out of y^e County Treasury the sum of twelve pounds 4/5 3/4 lawful money & that y^e Clerk make an order accordingly -

Order is 26th Mar. 1762.

Col^o John Hawks } Col^o John Hawks who was one of y^e Committee which laid y^e road from Com^{rs} River to Peterborough and was directed to attend this Court whilst y^e Return of y^e laying of said Way was considering, now presents an account of his Attendance on y^e Court agreeable to y^e Court's Direction amounting to y^e sum of 18/- & the same amount is allowed & it is ordered the sum of 18/- lawful money be paid and satisfied to the s^d John for his attendance aforesaid out of y^e County Treasury And that the Clerk of this Court make an order to the County Treasurer accordingly -

Order is 26th Mar. 1762 -

Pursuant to a Warrant under the Hands of the Select men of Northampton bearing date the 4th day of January 1762. Daniel Stone who came from Guilford in ^{North} Connecticut & had resided in Northampton in County of Hampshire two months and also Simon Phelps who came last from Cold Spring and had resided in said Town five months on the 2^d day of 1st January were warned forthwith to depart and leave 1st Town And on the 6th of March current Sarah Stone and a young Child of Daniel Stone's and Benjamin Stone who all came last from Guilford afores^d 1st Town and have resided here four months and on the same day Benj^a Briant Rakesby his wife & George & Hannah and a nameless Infant a Male all his Children & Prime Briant who all came last from the parish of Goshen in Windsor in Connecticut in the month of May last and also Seth Sylvester who came last from Sittuate and has resided here six months and Benj^a Bonney Silene his Wife & Mercy Bonney & a nameless female Infant his Children who came last from Pembroke in September last and also Hannah Clark who came last from Pelham in the month of January last were all warned forthwith to depart and leave 1st Town of Northampton by Gideon Cawth Constable - who also returns that Benj^a Kid named in 1st Warrant had left 1st Town & that Consider Briant also named therein had been in Town more than a year as by said Warrant & return on file appears

Upon a Warrant under the Hands of the Select men of Springfield in the County of Hampshire bearing date the Seventh day of Dec^r 1761 directed by Constables of 1st Town requiring them to warn sundry persons named therein forthwith to depart from 1st Town, It is thus Indorsed viz "Pursuant to the Direction of the within written warrant I have followed the Directions of the same and warned out Elizabeth Roe on the fifteenth day of December also Simon Armstrong I warned to depart out of the Town of Springfield on the 16th day of December Instant Also Lucy Roe and Hannah Roe I have warned out in 1st month of December And Patrick Bonner is not in 1st Town those persons above mentioned I know not of place of their Residence last Luther Leonard Const^{ble} of Springfield 1st Warrant & return on file may be seen

Pursuant to a Warrant under the Hands of the Select men of Hatfield in the County of Hampshire bearing date the 4th of Feby 1762 Samuel Carby who came to reside in 1st Town the 10th day of Feby 1761 & has continued there ever since to the 6th day of February current was on y^e 1st 6th of February warned to depart from 1st Town by Peter Graves Const^{ble} as 1st Warrant & return on file appears.

Pursuant to a Warrant under the Hands of the Select men of 1st Town of Westfield bearing Date the 11th day of Feby 1762 - Samuel Cooke & Jane Cooke his Children Samuel Cooke Moses Cooke Jane Cooke David Cooke Hannah Cooke who came last from Suffield in Connecticut Also George Haize & Hannah his Wife their Children Plimny Haize Hannah Haize who came last from Symsbury I also Jacob More Eliah More Lucy More who came last from Sudbury on the 22 and 23^d of 1st same February were warned to depart & leave 1st Town of Westfield forthwith, by John Kellogg Const^{ble} - Also pursuant to one other warrant under 1st Hands of 1st Select men of 1st same Westfield dated y^e 16th 1st day of March current George Troop & Mehetabel Troop his Wife were warned on 1st same day forthwith to depart and leave 1st Town by Aariah Moseley Constable - as 1st Warrants & Returns on file appears

Hadley } Pursuant to a Warrant under the Hands of the Select men of Hadley bearing
 Caution } Date the 3^d day of February 1762 Asa Wood who came from the Camp at Lake
 George to s^d Hadley the latter end of Nov. or beginning of Dec. last but in so he
 says is an inhabitant of Haverbridge - Abigail Brooks widow and Eunice John &
 Abigail her children who came to Hadley from Amherst sometime in the
 month of June or July last were warned on the 6th of s^d same February to leave
 the Town of Hadley forthwith by Josiah Dickinson Const^{le} As s^d return appears

Amherst } Pursuant to a Warrant under the Hands of the Select men of s^d District
 Caution } of Amherst bearing Date the 25th day of Dec. 1761 Abigail Bishop wife of
 Peter Bishop and Abigail Bishop daughter to the s^d Peter & Abigail and
 Tom. Negro & Tab. Negro his Wife on the 1st of January 1762 were warned
 forthwith to leave the said District and every part thereof by Eideon
 Dickinson Constable of Amherst - Who also returns that upon diligen inquiry
 how long s^d Persons have resided in s^d District he finds that s^d before
 Abigail and her Daughter have abode there ever since the first of August
 1761 and the s^d Tom. ever since the first of June 1761 & the s^d Tab. ever
 since the first of Dec. 1761 - As s^d Warrant & return on file appears -

Pelham } Pursuant to a Warrant under the Hands of the Select men of s^d Town of
 Caution } Pelham bearing Date the 11th day of January 1762 James Coddan and his
 Wife were warned on the 26th of s^d same month to depart out of that
 Town as none inhabitants by Wth Ferguson Const^{le} As by s^d Warrant and
 return thereon on file manifestly appears -

Petition } The Petition of s^d Committee in behalf of the Town of Sunderland setting
 of } forth that an alteration of that part of the High Way leading from Amherst to
 Sunderland } Spouterbury which lies in the Township of Sunderland, on account of s^d Difficult
 of Making y^e Road, is necessary & praying for the same was now read - It is
 ordered that the Petition lie till y^e next Term of this Court for s^d Courts further
 consideration of the same -

Ephraim } The Petition of Ephraim Kellogg entered & at large recorded on the records of s^d
 Kellogg } last Court the consideration whereof was referred to this Term, was now read
 Del^{ed} } & it is ordered that the consideration of s^d same be further referred till y^e next
 Term of s^d Court for that this Court cannot now consider the same -

Daniel } Humbly Shews Daniel Nash of Greenfield in the County of Hampshire
 Nash } that the said Daniel has built a Saw mill on his own Land in Greenfield on
 Del^{ed} } Fall-River near the Country road leading from Greenfield to Balltown and that by
 means of said Mill Dam the water is raised so as to overflow the Country road
 above He therefore prays this honorable Court for an alteration of said road that
 it may be brought near to s^d mill where a bridge may be conveniently made
 across said river and the Way also shortened - Your Petitioner being obliged to
 build a good bridge at said Place at his own expense, and the s^d Del. as in duty
 bound shall may - Daniel Nash -

- Read & the Prayer of the Petition granted - And, the s^d Daniel here in this
 Court personally engaging and promising to be at the sole expense of erecting &
 building a bridge by s^d Mill, and also to pay y^e Cost of a Committee, The Court
 Order that Seth Shield Esq. Thim^l Wright gent. Tho^l Alexander gent. Sam^l Torritt
 yeoman Luisius Doobittle yeoman all of Northfield in s^d County be and hereby
 are appointed a Committee to view, alter and anew lay out the s^d Way at the
 place mentioned in s^d Petition near the Petitioners Mill aforesaid

Which said Committee are to give Seasonable notice to all Person interested of the Time and Place of their meeting and shall be under Oath to perform the said Service according to their best Skill and Judgment with most convenience to the Public and least prejudice or damage to private Property and shall also ascertain the place and course of said road in the best way & manner they can, which having done the said Committee or if Major part of them shall make return thereof unto the next Court of General Sessions of Peace to be held in said County after the Service is performed under their hands & seals - & if any person be damaged in his or her property by the Alteration of y^e 1st Way y^e 1st Committee are impowred & required under Oath to Estimate of same and make return thereof as aforesaid - And y^e Clerk of this Court is directed to serve y^e 1st Committee with a copy hereof -

We the Subscribers being appointed (by the Court of General Sessions of the Peace at their Session at Springfield on the 25th day of August 1761) a Committee to lay out a road from the west Line of Petersham thro' the north part of New Salem and Roadtown and thro' Montague to Connecticut River at Wells's Ferry, pursuant to our Orders from the said Court of General Sessions of the Peace we have laid the same as follows Viz^t In the Line between Petersham and New Salem and in the east Line of Lands belonging to Jer. Ballard of New Salem, Trees spotted and Surveyors mark on them then runs W. 5th N. 28 rods, thence W. 45th N. 34 rods, thence W. 8th N. 18 rods, thence W. 30th S. 20 rods, then W. 16th S. 16 rods, then N. 40th W. 68 rods, then W. 15th N. 32 rods, then W. 5th S. 26 rods, then W. 35th S. 28 rods, then W. 26 rods, then W. 40th S. 54 rods, then W. 35th S. 66 rods, then S. 35th W. 16 rods, then W. 4th N. 22 rods, then W. 22 rods, then W. 20th S. 24 rods then W. 25th N. 26 rods, then W. 48 rods, then W. 38th N. 38 rods, then W. 50 rods, then S. 40th W. 34 rods, then W. 40th S. 24 rods, then W. 4th S. 14 rods, to Spectacle ponds, then W. 6th N. 70 rods, then W. 20th N. 40 rods, then W. 42th N. 28 rods, Spectacle Pond - then N. 22th W. 16 rods, The two last Courses the Road is to be Six rods wide, width then W. 35th N. 84 rods, W. 15th N. 26 rods, N. 38th W. 26 rods, W. 20 rods, W. 13th N. 24 rods, W. 5th S. 34 rods, W. 18th S. 24 rods, W. 25th S. 22 rods, W. 20th N. 16 rods, W. 36th N. 20 rods, W. 13th S. 12 rods, The two last Courses are eight rods wide, N. 45th W. 60 rods, W. 21th N. Width 50 rods, W. 8th S. 28 rods, W. 5th S. 20 rods, W. 15th S. 16 rods, to Pequoning Road - W. 20th S. 24 rods, S. 41th W. 24 rods, S. 20th W. 30 rods, W. 18th S. 68 rods, S. 21th W. 68 rods, W. 7th S. 32 rods, W. 17th N. 30 rods, W. 40th N. 34 rods, W. 30th N. 20 rods, S. 25th W. 24 rods, S. 40th W. 32 rods, S. 26th W. 40 rods, next Course leaves Pequoning road, then W. in d Kellogg's Land 90 rods, then N. 20th W. 48 rods, W. 25th N. 22 rods, then W. 10th N. 106 rods, N. 24th W. 44 rods, W. 20th N. 32 rods, W. 11th N. 40 rods, N. 30th W. 46 rods, N. 13th W. 26 rods, N. 5th E. 42 rods, N. 35th W. 46 rods, N. 10th W. 46 rods, N. 14 rods, The West Line of New Salem and the east Line of Roadtown, from Pequoning road to this Line the Road is to be but three rods wide, width W. 16th N. 44 rods, W. 32th N. 30 rods, N. 42th W. 38 rods, N. 23th W. 22 rods, W. 5th N. 24 rods, W. 20th N. 18 rods, N. 32th W. 22 rods, N. 16th W. 22 rods, N. 30th W. 16 rods, W. 8th S. 8 rods, N. 28th W. 20 rods, N. 9th W. 14 rods, N. 15th W. 40 rods, N. 16th W. 26 rods, N. 24th W. 30 rods to Wigwam Hill - W. 6th N. 20 rods, W. 35th N. 30 rods, N. 30th W. 60 rods, Atterbury Hill - N. 3th W. 40 rods, N. 10th W. 60 rods to Chestnut hill, N. 37th W. 42 rods, W. 35th N. 30 rods, N. 5th W. 42 rods, N. 7th E. 18 rods, N. 5th E. 32 rods, W. 33th N. 8 rods, N. 40th W. 56 rods, W. 20th N. 18 rods to Gibbs's Swamp brook, W. 10th N. 18 rods, W. 16th N. 160 rods, S. 16th W. 56 rods, S. 24th W. 20 rods, W. 20th S. 28 rods, W. 35th S. 30 rods, W. 15th S. 26 rods, W. 10th N. 6 rods, W. 18th S. 42 rods, W. 40th S. 30 rods, W. 5th S. 70 rods, W. 13th S. 20 rods, W. 35th S. 60 rods, W. 5th S. 58 rods, W. 17th S. 64 rods, W. 40th S. 60 rods, W. 18th S. 32 rods, W. 10th N. 24 rods, W. 3th S. 50 rods, W. 22th S. 42 rods, to the Line of Roadtown and Montague, W. 15th N. 60 rods, W. 33th N. 140 rods, then N. 35th W. 44 rods, W. 35th N. 20 rods, - then N.

299.
High Way
Continued

Then N. 30. W. 46 rods, W 25 N. 16 rods, N. 12 W 50 rods, W 40 N. 48 rods, W 20 N 60 rods, W 37 N
20 rods, W 20 N. 58 rods, W 40 N 68 rods, W 13 S. 86 rods, W 15 N. 60 rods, W 25 S. 52 rods,
W. 7. S. 28 rods, W 25 S. 42 rods, W 35 S 72 rods, W. 26. S. 26 rods, W. 6. S. 16 rods, W 34 S. 26 n
W. 18 N. 46 rods, W 20 N. 20 rods, W. 124 rods, W 30 S. 42 rods, W 27 N. 98 rods, W. 10. S. 20 rods
W. 14 S. 10 rods, W. 15 N. 28 rods, W 29 N. 14 rods, W 39 N. 40 rods, this strikes y^e fence
3 A. N of the N. side of Barrett's Lane at the E. End. From the W. line of New Salem
to the East End of Barrett's Lane the road is to be four Rods in width, S. 40 W 26 n
this course comes out 3 rods S. of y^e West end of S. Lane and is 2 rods wide W 25
S. 92 rods, W 4 N. 66 rods, W 20 N. 66 rods, W. 23. S. 64 rods, & strikes Northfield road
S. 20 W. 30 rods, S. 28 W 30 rods, W 16 N. 25 rods, Saw mill yard in Montague
W. 26 N. 45 rods, N. 35 W 18 rods, to Bridge below the Sawmill, W 41 N. 23 rods, W
13 N. 98 rods to Lebediah Allis' House, N. 15 E 58 rods, this course crosses the
Mill River again in said Allis' field, W. 31. N. 38 rods to Common field fence
N. 22 W. 10 rods, N. 21 W 144 rods to y^e banks at Wells' Ferry - according to our
Order we have estimated the Damage done to Ezekiel Kellogg of New Salem
by laying the Afores^d Road at thirty Shillings. Dated in Deerfield the 6th
Day of Nov: 1761 -

This return was originally
made at the last Term of this Court, and at the
Motion of sundry People belonging to Roadtown
the Consideration thereof in order for y^e Court, allowing y^e same was referred to
this Term, & Now the said Return being read & considered by the Court is allowed
& It is ordered that it be recorded in the Records of this Court, And the road
described therein be hereafter known and used as a Common Highway - And
the above^d Estimate of Damages is also allowed by this Court & It is ordered y^e
the same thirty shillings be paid & satisfied by: s. Brekidd by y^e District of New Salem.

John Hawks & Seal
David Field & Seal
Eben^d. Thelmer Jun^r & Seal
Joseph Barnard & Seal

Highway
from
Fork River
to y^e
Mountain
Gate -
altered.

Whereas at his Majesty's Court of General Sessions of the Peace holden at Northampton
within & for the County of Hampshire on the Second Tuesday of November 1761 We y^e
Subscribers were appointed a Committee to view the Country road formerly laid
out from the River (called Fork River in Hadley leading to South Hadley and to alter
said Road or to lay a new road from place to place as aforesaid, as we should
judge to be best for the Public, reasonable notice was given of the time and place
of our meeting for said purpose and being sworn to perform said Service according
to our best Skill and Judgment We carefully viewed the Old Road and likewise
the place where the Travelling of latter years has been and we are of y^e Opinion
that it is best that a new road be laid from place to place as aforesaid and
accordingly we have laid a road the course of which is as follows, Beginning at
a Stake and Stones that are two rods eastward of the Center of the Path at the
Mountain Gate running North 7° East 13 rods, & p to a Stake and Stones, then N.
4° West 19 rods, p to a Stake and Stones, then North 7° West 19 rods to a Stake & Stones
then North 14° West 24 rods to a Stake & Stones, then north 13° West 17 rods, & p to a
Stake, then North 27° East 22 rods, p to an Oak Tree by Capt. Lyman's dwelling
House, then North 17° East 21 rods, p to an Oak Staddle, then North 10° East 21 rods
to a Stake, then north 24° East 19 rods, p to a Stake, then north 18° East 18 rods
to a Stake, then north 1° East 20 rods, p to an Apple tree, then North 4° East 8 rods
to a Stake, then north 21° West 10 rods, to a Stake, then north 15° East 23 rods,
p to a Stake, then north 25° East 21 rods, p to a Stake, then North 38° East 39
Rods to a Stake, then North 25° East 16 rods, to a Stake where said Road joins
with the Road leading into Houaruum Meadow, then North 40° East 16 rods, then
north 45° East 24 rods, then North 35° East 24 rods to a black oak Tree, then

then North 45° East 6 rods to a white oak, then North 30° East 13 rods, then North 65° East 18 rods to a Stake, then north 9° East 9 rods to a Poplar Tree, then north 45° East 15 rods to a Chestnut Tree, then North 79° East 12 rods to a Chestnut Tree then north 57° East 29 rods to a white oak Staddle, then north 49° East 25 rods to a Chestnut Stub, then north 36° East 20 rods to a beys Staddle, then north 50° East 11 rods, then north 65° East 6 rods to a stake standing at the easterly side of the Bridge crossing the River aforesaid the Breadth of ¹/₂ Road to be three rods from y^e mountain Gate to y^e Place where said road joins with the road going into Houanum meadow and from said place to y^e bridge afores^d to be four rods wide the Stakes and Trees mentioned are all marked H W. and stand on the easterly side of said Highway - Given under our Hands and seals the first day of December Anno Domini 1761

Widths

The foregoing return was now presented to y^e Court, & the same being read and considered is allowed by the Justices now here, & it is ordered that y^e said Return be entered at large on record of this Term of y^e Court and that the Way therein described be hereafter known and used as a Public Highway

Joseph Billings & Seal
Obar Dickinson & Seal
Elisha Allis & Seal
Ameen Wait & Seal
Elisha Hubbard & Seal.

The foregoing Judgments and Orders being made and entered up the said Court was adjourned without Day

Teste W.^m Williams Clerk.

May
1762
Inferior
Court.

Hampshire ss. Anno Regni Regis Georgii Tertii magnae
Britanniae Franciae et Hiberniae Secundo

At his majesty's Inferior Court of Common Pleas holden at
Springfield within and for the County of Hampshire on
the First Tuesday of May (being the fourth Day of 2^d month
anno Domini 1762

Justices of said Court
present viz -

Israel Williams
Josiah Dwight
Elijah Williams
Wm^r Dwight Jun^r

Required

Jury for Trials -

Daniel Cadwell foreman
Caleb Stebbins
Joseph Bedortha 2^d
Thomas Taylor
Nathaniel Phelps
Daniel White Jun^r
Ebenezer Pomeroy
Samuel Noble
John Barber
Nathan Hoar
Wm^r James
David Sexton -

Lomis
et al -
in
Curtice

Amos Lomis of Southampton in the County of Hampshire yeoman and
Ether Curtis of Northampton in y^e same County Widow & Spinster p^lt^s vs
Henry Curtis of Coventry in the County of Windham in the Colony of Con-
necticut in New England yeoman def^t. in a plea of Debt &c as at large appear
on record of this Court at a former Term thereof. The p^lt^s by Charles Phelps Gen^l
their attorney now appear - And y^e said Henry by John Worthington & Joseph
Hawley Esq^r now comes into Court and defends &c & having prayed Oyer of the
bond declared on and the same being read to him in the words following viz -
"Know all men by these presents that we Obadiah Newcomb of Hebron Gent. and
Henry Curtis of Coventry Husbandman both of the Colony of Connecticut in New-
England are holden and stand firmly bound and obliged unto Amos Lomis Hus-
bandman and Ether Curtis Spinster both of Northampton in the County of
Hampshire and Province of the Massachusetts Bay in New England in the full
and just Sum of fifteen Hundred pounds lawful money of the Province of y^e
Massachusetts Bay aforesaid to be paid unto the said Amos Lomis & Ether
Curtis their Heirs Executors Adm^rs and Assigns to the which payment well &
truly to be made We bind ourselves our heirs Exe^rs and Adm^rs jointly and
severally firmly with these presents, Sealed with our seals dated this 23^d
day of May Anno Domini 1750, And having prayed Oyer of y^e Condition to
said bond annexed and the same being read to him in the words following
viz It is to be remembered that there is a Controversy subsisting between the
Obligors & said Newcomb's Wife Ichabod Warner of Windham in s^d Connecticut
and Sarah his Wife & Jonathan Curtis of Mansfield yeoman & the Obligees
touching Divers Devises Bequests and Legacies contained in the last Will and
Testament of Northampton afores^d late dec^d & two several Codicils her^e will annexed
the said Will bears date the 12th day of Nov^r 1744 the said Codicils the first
on the 11th day of August 1749 and the Second on the 15th day of the same August
the Judge of Probate of Wills for said County of Hampshire having adjudged
the Will aboves^d exclusive of the said Codicils to be the last Will and Testament
of the s^d dec^d and satisfied and confirmed the same accordingly and also judg^d
and decreed the said Codicils to be void and of no Validity in Law & no part of
the last Will and Testament of said dec^d by Which Determination & Judgment
the

the Obligees and said Newcomb wife and said Warner and Sarah his wife & said Jonathan afores^d suppose themselves aggrieved supposing the first of said Codicils to be of equal Validity with the said Will and therefore have appealed from the Judgment and decree of s^d Judge of Probate by s^d Governor & Council of the Province afores^d according to Law in such Cases provided which appeal was to be heard and tried on the seventh day of June next but the Parties afores^d have agreed to submit said affair with all Controversies respecting said Will and Codicils and all the Devises and Bequests and Legacies therein mentioned and contained to the Judgment Arbitrament and Determination of Eleazer Porter Esq of Hadley Mess^{rs} Joseph Miller & Cornelius Jones of Springfield all in the County of Hampshire afores^d mutually chosen by the Parties to arbitrate and determine of and upon the Premises between said Parties - The Condition therefore of the foregoing Obligation is such that if the said Obadiah Newcomb and Abigail his wife and Henry Curtis and said Warner & Sarah his Wife and said Jonathan Curtis shall well and truly abide by stand to and perform the Award Arbitrament and Determination of the said Eleazer Joseph and Cornelius or any two of them of and upon the Premises provided said Award be made by said Arbitrators or any Two of them under their Hands and Seals and ready to be delivered to each or either of y^e Parties on or before the Twenty fifth day of May Instant then the foregoing Obligation to be void otherwise of full force & Which being read and heard the said Henry says the Plt^s ought not to have and maintain their Action against him the Def^t but thereof ought to be barred because he says that the said Eleazer Joseph and Cornelius said Arbitrators in the said Condition mentioned nor any two of them never made any award between the said Parties in s^d Condition mentioned on the Premises therein mentioned and this He is ready to verify Wherefore the said Arnos of his said Action ought to be barred and He allowed his Cost & he prays Judgment accordingly - And the said Arnos the pl^t by Charles Phelps gent. his said Attorney saith that he by any thing before alledged in the Def^t Plea afores^d ought not to be barred from having & maintaining his action afores^d against the Def^t because he says that the afores^d Eleazer Porter Esq & Joseph Miller two of the Arbitrators afores^d named & mentioned in the Conditions of the bond above specified having taken upon them the burden of y^e Award & Judgment of & upon the Premises in the same Conditions of the said bond above specified did on or before the said Twenty fifth day of May in said bond mentioned & expressed viz on the twenty fourth day of said May by their certain writing of award under their own Hands and Seals made and delivered to the same Parties their writing of Award under their Hands and Seals dated the said Twenty fourth day of May did award order and judge between the same Parties of and upon the Premises afores^d in manner and form and in the Words following - "We the Subscribers arbitrators chosen by the Parties within and aforesaid named to judge of arbitrate and determine all Controversies between said Parties respecting the Will & Codicil within referred to and all Devises bequests and Legacies therein mention'd to us referred by y^e within and foregoing bond of Submission, having heard the said Parties & the pleas allegations and Evidence of each party and fully consider'd the Premises in said bond referred to, do adjudge award and determine in manner following viz That it is our prevailing Opinion and Judgment that the said Nathaniel Curtis the Testator within named was not of sound mind and Memory when he signed & executed the said Codicils and that said Codicils ought not to be accounted any Part of s^d Testator's last Will and Testament & that the Legacies in said Codicils named

ought

ought not to have hold or enjoy any thing by said Codicils or either of them and that said Will exclusive of said Codicils is the Will of said Testator and that the Legatees therein named ought to have and to hold and enjoy the respective Legacies therein mention'd and express'd according to the tenor of said Will and the Directions therein given and that the said Obadiah Newcomb and Abigail his Wife Henry Curtis Ichabod Warner and Sarah his wife & Jonathan Curtis give and execute to the said Esther Curtis and Amos Loomis respectively a Deed or Deeds of release and quit-claim of each of their respective rights & Claims to those Lands mention'd in said Codicils viz of all the Right & Title that they respectively claim to said Lands by Virtue of said Codicils & Deed or Deeds to be given as aforesaid in six months from the date hereof witness our Hands & Seals May the Twenty fourth 1790. &c. As by said Award and a Duplicate thereof under the hands and seals of s^d Arbitrator on the back of s^d bond of Submission and dated the s^d 24th day of May in Court ready to be shewn it more fully appeareth and the said Amos & Plt. saith that the said Obadiah Newcomb and Abigail his Wife Henry Curtis Ichabod Warner and Sarah his wife & Jonathan Curtis have not performed & fulfilled any thing in the award afores^d specified on their part to be fulfilled & performed according to the form and effect of s^d Award and in fact the said Amos saith that the afores^d Obadiah Newcomb & Abigail his Wife Henry Curtis Ichabod Warner and Sarah his Wife & Jonathan Curtis have not given and executed to the s^d Esther Curtis and Amos Loomis respectively a deed or deeds of Release and quit-claim of each of their respective Rights and Claims to those Lands mentioned in said Codicils viz of all the right and Title that they respectively claim to said Lands by Virtue of said Codicils in six months from the date of s^d Award nor at any Time since according to the form and effect of the s^d Writing of Award & this he is ready to verify Whereupon he prayeth Judgment and that his Debt afores^d and Cost may be adjudged to him - And the s^d Henry the Def^t. says that the Plt's replication and the matters therein contained is an insufficient answer to his the Def^t's plea afores^d and that he has no cause and is not holden by the Law of the Land to answer thereto and this the said Henry the Def^t. is ready to verify and thereof prays Judgment and that his Cost may be adjudged to him - And the Plt. says his Replication and the matters therein contained are a sufficient answer to his the Def^t's Plea afores^d - ~ Whereupon the premises being seen and fully understood by the Justices now here and upon demure deliberation thereof had forasmuch as it appeareth to the said Justices that the s^d Plea of the Def^t by him in manner aforesaid pleaded and if matters therein contained are not in Law good and sufficient to preclude the s^d Plt from having their Action against the s^d Def^t. maintained, It is therefore considered that the said Plt. recover against the said Def^t. the Forfeiture of the aforesaid bond being One Thousand five hundred pounds lawful money and Costs of this Suit taxed at £ ~ The Def^t. by ^{Sup^r W. Atkinson} his said Attorney appeals from the judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next Who recognises with Sureties as the Law directs for the Appellant, Prosecuting his appeal with effect as by s^d Recyⁿ on file appears

Hancock
01
Jones. John Hancock of Springfield in the County of Hampshire yeoman pl^t vs Cornelius Jones of the same Springfield Gent. Def^t. in a plea that the s^d Cornelius render to the s^d John his reasonable account &c as may be seen on record of this Court at a former Term thereof. & the s^d Parties now come into Court - And the Auditors last appointed to audit the Def^t's Account &c now report to the Court that

that the s^d Auditors (according to Appointment) on the third day of May instant met and heard the Parties in this Case, The said Cornelius refusing to render his account as demanded in the said John's writ against him. They adjudge & ^{Hampsh} Jones - said Cornelius accountable to the said John for the Sum of £20. 10. 11. 3 lawful money the said John having first allowed the said Cornelius Credit for the several Articles following Viz^t in bills of the other Governments £10. 4. equal to 18/10. in lawful money John Cooley's note 2/11. John Carew ditto 3/ Israel Cooley's ditto 3/ John Stells ditto 8/ 2^d on William Tackler's Auit 5/2. 2. And the said Report is accepted - It is therefore Considered by the Court that the said John the plt recover against the said Cornelius the Sum of twenty Pounds sixteen Shillings and eleven pence three farthings lawful money Damages & Cost of Court taxed at £ - The Def^t appeals from the Judgment of this Court to the Superior Court of Judicature & to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of Sept. next. & Recognizes with Sureties as the Law directs to prosecute his appeal with Effect as by said Recognizance on file appears -

Jon^a Bartlett of Springfield in the County of Hampshire yeoman plt vs Aaron Ferry of Springfield yeoman and Stephen Chapin of South Hadley yeomⁿ } Bartlett
both in s^d County Def^s in a plea of Trespass &c as by record of the Court ab^a for } or
mer Term thereof may fully appear - And now come into Court the s^d Plt. } Ferry & al.
by John Worthington by his att^r, and the said Def^s by Joseph Hawley by their Attorney - And the said Stephen defends the force and injury &c and says that he is not guilty in manner and form as the Plt. against him in his Writ has alledged and thereof puts Himself on the Country - And the said Jonathan says that He will no further prosecute the said Action against the s^d Stephen, The said Aaron consenting and agreeing that this retract shall be no bar to the Plt^r further pursuing his said Action ag^t said Aaron & agrees that final Judgment be now entered for the said Stephen that he recover his Costs against the Plt. and in case the same be not forthwith paid that Execution shall issue on such Judgment accordingly - It is therefore Considered by the Court that the said Stephen recover against the said Jonathan his reasonable Costs in ~~the~~ Defending this Suit taxed at £2: 6: 8 lawful money & he may have his Execⁿ thereof - Ex^{te} ¹⁷⁶² 25: 1762

- And the said Aaron defends the force &c and says that He is not guilty in manner and form as the Plt. in his Writ ag^t him has alledged and thereof puts Himself on the Country & the s^d Jon^a says that the Plea in this Case by the said Aaron pleaded and the matters therein contained is an insufficient answer to his Declaration and that he is not holden by the Law of the Land to answer thereto Which he is ready to prove and thereof prays Judgment and Judgment for his Cost, reserving however Liberty to waive this Demurrer on the Trial on the Appeal and then to join the Issue tendered - And the said Aaron consenting that the s^d Jon^a may on the Trial on the Appeal waive his said Demurrer and then join the Issue tendered, says that his plea above pleaded is sufficient - Whereupon the Premises being seen and fully understood by the Justices now here it appears to y^e said Justices that the afores^d Plea of the s^d Aaron ag^t s^d Def^t by him in manner afores^d pleaded is sufficient in Law to preclude y^e s^d Plt. from his s^d Action against the s^d Aaron It is therefore Considered that the said Jon^a by his Plea aforesaid recover nothing against the s^d Aaron but that he be in Merry &c

And it

And it is further Considered that the said Aaron recover against the s^d Jonathan the Sum of £ lawful money allowed him by y^e Court with his Consents for his Cost & Expenses in depending this Suit &c. The s^d Jonathan by his said Attorney appeals from this last Judgment of the Court to the next Super^r Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next who recognises with Sureties as the Law directs for y^e Appellants prosecuting his appeal with Effect as by said Recognizance on file appeareth

Taylor } Samuel Taylor of Springfield in the County of Hampshire yeoman plt. vs
Palmer } David Palmer of Brookfield in the County of Worcester yeoman Deft. in a plea of the Case demanding 31/9^d on y^e Deft^s note of the 29th of Sept^r last & y^e Interest am^t also 12s. to ballance accounts & as by y^e Writ on file at large appears - The plt by his Att^r appears - The Deft. being three times publicly called to come into Court makes Default &c. - It is therefore Considered by the Court that the said Samuel recover against the said David Two pounds four Shillings & eleven pence lawful money Damages & Cost of Court taxed at one pound nine Shillings and two pence -
Ex^a is^d 27th May 1762 -

Morley } William Morley of Westfield in the County of Hampshire yeoman plt. vs Joseph
Morfe } Morfe of a Place called Westfield river branches in the same County yeoman
Def^t in a plea of the Case demanding on the Deft^s note of the 4th of Oct^r last four pounds & y^e Interest thereof - as by y^e Writ appears - The plt by his Att^r appears - The Deft. being three times publicly called to come into Court makes Default &c. - It is therefore Considered by the Court that the said William recover against the said Joseph four pounds two Shillings and seven pence lawful money Damages and Cost of Court taxed at one pound ten Shillings and nine pence like money -
Ex^a is^d 24th July 1762 -

Dewey } Martin Dewey of Crommelbow Precinct in Dutchess County and Province of
Loomis } New York gent. plt. vs William Loomis of Westfield in the County in the County of
Hampshire yeoman Def^t in a plea of the Case demanding three pounds 1/9^d lawful money upon the Deft^s note of the Second of June last & y^e Interest as by the writ at large appears - The plt. by his Attorney appears - The Deft. being three times publicly called to come into Court makes Default &c. - It is therefore Considered by the Court that the said Martin recover against the Deft. three pounds five Shillings and Two pence lawful money Damages & Cost of Court taxed at Two pounds 11/9^d.
Ex^a is^d 17th May 1762.

King } Aaron King of Westfield in the County of Hampshire yeoman plt. vs Thomas
Dewey } Dewey of s^d Westfield yeoman Def^t in a plea of the Case for recovery of ten pounds 11/4^d due by the Deft^s note of the 16th of May 1760 with the Interest & as by y^e Writ on file at large appears - The plt. by his Attorney appears - The Deft. being three times publicly called to come into Court makes Default of Appearance - It is therefore Considered by the Court that the said Aaron recover against the said Thomas Eleven pounds twelve Shillings and three pence lawful money Damages and Cost of Court taxed at One pound nine Shillings & three pence

Dewey } Martin Dewey of Crommelbow Precinct in Dutchess County and Province of New-
Johnson } York Gent. plt. vs Samuel Johnson of Westfield in the County of Hampshire yeoman
Def^t in a plea of the Case demanding four pounds five pence three farthings on the Deft^s note of the 21st of August last with y^e Interest & as by y^e Writ appears - The plt. by his Att^r appears - The Deft. being three times publicly called to come into Court doth not come but makes Default &c. It is

It is therefore Considered by the Court that the said Martin recover against y^e said Samuel four pounds, three Shilling, and ten pence half penny lawful money Damages & Cost of Court taxed at two pound. 10/7^d. Ex^a is^d 17th May 1762.

Joel Strong of Westfield in the County of Hampshire yeoman, plt. vs Philip Goss of a Plantation commonly known and called by the name of Nummer- four in the County of Berkshire yeoman. Def^t. in a plea of the Case for that said Philip at W^{est}field on the 22^d of Oct^r last by his note for value rec^d promised s^d Joel to pay him nine pounds, at or before the first of Nov^r then next with lawful Interest for y^e same till paid yet the Def^t. tho^o often thereto requested hath not performed his s^d Promise but unjustly neglected it to the Damage of the s^d Joel & y^e O^o. The plt. by John Phelps gent. his Attorney appears. The Def^t. tho^o three times solemnly called to come into Court doth not come but makes Default &c. It is therefore Considered by the Court that the said Joel recover against the said Philip three pounds twelve Shilling, and ten pence lawful money Damages and Cost of Court taxed at one pound sixteen Shilling, and eleven pence. After all which the said Def^t. by Daniel Jones gent. his Att^r comes into Court and appeals from the judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next Who recognises with Sureties as the Law directs for the Appellant Prosecuting his Appeal with Effect as by s^d Recognizance on file appeareth.

Biddad Fowler of Westfield yeoman plt vs Silvanus Dudley of Storkbridge yeoman Def^t. in a plea of the Case on account. The Plt. in this Action being three times publicly called to come into Court is in default, and the Def^t is likewise Defaulted, & the Action is dismissed.

Jonathan Morton of Hatfield in the County of Hampshire Gent. plt. vs Ebenezer Taylor of South Hadley in the same County yeoman Def^t. in a plea that the Def^t render to the Plt. Eight pounds, 16/8^d which he owes the plt. & which the plt. by y^e Judgment of the Inferior Court & recovered ag^t y^e Def^t. for his Debt & Cost as by y^e Writ on file at large is set forth. The Plt. appears. The Def^t. being three times publicly called to come into Court makes default &c. It is therefore Considered by the Court that the s^d Jon^s recover against the said Ebenezer Eight pounds sixteen Shilling, and eight pence one farthing lawful money Debt and Cost of Court taxed at one pound 11/9^d. Ex^a is^d 11th June 1762.

Joseph Billing of Hatfield in the County of Hampshire gent. (whom as well for the Treasurer of the County of Hampshire afores^d and for y^e Treasurer of the Town of Hadley in s^d County as for himself) Plt. vs Joseph Hubbard of Hadley afores^d Gent. Def^t. in a plea that he render to the Treasurer of s^d County of Hampshire for defraying of County Charges and by y^e Treasurer of the said Town of Hadley for the use of the poor of the said Town of Hadley & to the Plt. who sues as aboves^d the sum of one hundred pounds lawful money of this Province which he owes them and unjustly detains for this that he the Def^t. ever since the first day of March 1760. until this day has used & usurped the feat or Mystery of a Shoemaker and also for y^e whole of that Term of Time has used and exercised the feat or Mystery of a Tanner and within this space of Time for which he has used the feat or Mystery of a Shoemaker he has tanned fifty Ox hides and fifty Cow Hides & one hundred Calveskins.

Billings Hubbard } Calfskins and also for this, namely that the deft. for and during the last ten months of the above^d Term of Time for which he used and exercised the Trade or feat of a Tanner as above^d used and occupied also the feat or Mystery of a Currier and within the said Space of the above^d Ten months has curried fifty Cow hides and fifty Calf Skins - against the form of one List or Law of this Province in such Case made - and provided whereby an action hath accrued to the Plt. who sues in a Manner as above^d to demand & have of the deft. the said One hundred pounds, to wit for each and every hide and Skin tanned by the Deft. as aforesaid and for each and every hide and Skin curried by the deft. as aforesaid against the form of the List aforesaid six Shillings and eight pence yet the deft. altho' often required the s^d one Hundred Pounds to the s^d Treasurer of the said County of Hampshire and the s^d Treasurer of the said Town of Hadley and the Plt. who sues in manner above^d hath not paid but if shewn to them hath altogether refused and still doth refuse to pay to y^e Damage of the said Joseph (as he says) £10 - The Parties by their respective Attornies appear - & by their consent and at their motion the Action is continued to y^e next Inferior Court of Common Pleas to be held at Springfield &c on y^e Last Tuesday of August next

Billings et al v Scotto } Moses Billings of Sunderland in the County of Hampshire yeoman & Company vizt. & Samuel Blodget of s^d Sunderland Physician (being joint Partners in traded Commerce Plt. vs Samuel Scotto Junr. of s^d Sunderland yeoman deft. in a plea of the Case for that the deft. at said Sunderland on the 12th of April last by his note for Value rec^d promised the Plt. to pay them by the name of Moses Billings and Company or their Order twenty two pounds 2/11^d on demand with Interest yet the Deft. tho' often requested by y^e Plt. hath not performed his s^d promise to their Damage £24 - The Plt. by Charles Phelps gent their Att^r appear - The deft. tho' three times publicly called to come into Court doth not come but makes default - It is therefore considered by the Court that the said Plt. do recover against the said Deft. twenty two pounds four Shillings & eleven pence half penny lawful money Damages & cost of Court taxed at one pound nineteen Shillings and three pence - After all which the Deft. by Simeon Strongy gent his Att^r comes into Court and appeals from the judgement of this Court to the next Superior Court of Judicature &c to be holden at Springfield within & for the County of Hampshire on the fourth Tuesday of September next who recognises with Sureties as the Law directs for the appellants prosecuting his appeal with Effect as by said recognizance on file appeareth -

Fowler or Kingsley } Biddad Fowler of Westfield in the County of Hampshire yeoman plt. vs Samuel Kingsley late of a Plantation commonly known and called by the name of Nummer Town in the County of Berkshire yeoman deft. in a plea of y^e Case demanding fifteen pounds & three pence on the deft. note of the last of Dec^r last and the Interest as by the Writ on file at large appears - The plt. appears The deft. being three times publicly called to come into Court makes Default - It is therefore considered by the Court that the said Biddad recover against the said Samuel fifteen pounds six Shillings and six pence lawful money Damages and cost of Court taxed at One pound thirteen Shillings & eleven pence like money - Ex^{ra} vi^o 27th May 1762 -

Loomis or Church } Seth Loomis of Westfield in the County of Hampshire yeoman plt. vs Matathias Church of Hadley in s^d same County yeoman deft. in a plea of the Case for the Recovery

Recovery of three pounds which of Deft. owes him to balance accounts for wheat
Delivered by the Plt. to y^e Deft. as by the Writ on file it more at large appears -
The Plt. appears - The Deft. being three times publicly called to come into
Court makes Default &c - It is therefore considered by the Court that the
said Seth recover against the said Malachi three pounds lawful money
Damages & Cost of Court taxed at one pound thirteen Shillings & a penny -
Ex^r is d. 27th May 1762 -

Bildad Fowler of Westfield in y^e County of Hampshire yeoman Plt. vs
Isaiah Kingsley of a Plantation commonly known and called by y^e name of
of Number four in the County of Berkshire yeoman Deft. in a plea of the Kingsley
Case demanding fourteen pounds, 13/2 on y^e Deft's note of the 17th of July last
& the Interest - As y^e Writ on file fully appears - The Plt. appears -
The Deft. being three times publicly called to come into Court makes Default &c
It is therefore considered by the Court that the s^d Bildad recover ag^t
the said Isaiah eleven Pounds, fifteen Shillings lawful money Damages
and Cost of Court taxed at one pound thirteen Shillings & nine pence -
Ex^r is d. 27th May 1762 -

Gideon Stiles of Westfield in the County of Hampshire yeoman^{Plt.} vs James
Smith of Sheffield in the County of Berkshire Gent. Deft. in a plea of the
Case demanding forty Shillings on the Deft's note of the 20th of September
1760 & the Interest of y^e same as in the Writ on file is at large shewn -
The Plt. appears - The Deft. being three times publicly called to come into Court
makes Default &c - It is therefore considered by the Court that the said
Gideon recover against the said James Two pounds three Shillings and
ten pence three farthings lawful money Damages and Cost of Court taxed at
one Pound eighteen Shillings and a penny -
Ex^r is d. 27th May 1762 -

Martin Smith late of Springfield in the County of Hampshire now of
Westfield in said County yeoman Plt. vs Samuel Lamb of s^d Westfield
yeoman Deft. in a plea of the Case demanding three pounds 12/11 to balance
accounts according to y^e Account on file & as by y^e Writ at large is set forth
The Plt. appears - The Deft. being three times publicly called to come into
Court makes Default &c - It is therefore considered by the Court that the said
Martin recover against the said Samuel three pounds twelve Shillings
and eleven pence lawful money Damages & Cost of Court taxed at one pound
nine Shillings and eleven pence -

Charles Pyncheon of Springfield in the County of Hampshire Physician
Plt. vs Abraham Burbank of Suffield Gent. & Timothy Burbank of Springfield
yeoman both in s^d County Deft. in a Plea of the Case for that said Abraham
and said Timothy at said Springfield on the eighth of April 1760 (by y^e names
of Abraham Burbank & Timothy Burbank of Suffield) by their note for value
re^d promised said Charles to pay him thirty seven pounds 10/ within nine
months from the date of s^d note with the lawful Interest, but s^d Abraham &
said Timothy tho often requested have not, nor has either of them, ever paid
the same on any part thereof but unjustly neglect to do it to y^e Damage of
the said Charles fifty Pounds - The Plt. appears - The Deft. tho three times
publicly called to come into Court makes Default of Appearance -

It is therefore considered by the Court that the said Charles recover
against said Abraham & said Timothy forty two pounds three Shillings nine pence
and half penny lawful money Damages & Cost of Court taxed at one Pound 8/3. After

After all which the said Deft.^s come into Court and appeal from the Judgment of this Court to the Superior Court of Judicature & to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next and recognize with Sureties as the Law directs to prosecute their Appeal with Effect - As by said Recognizance on file appeareth -

Train
in
Church Ebenezer Train of Greenwich in the County of Hampshire yeoman plt. vs Nathaniel Church of Hadley in the same County yeoman deft. in a plea of the Case demanding Two pounds 14/- on the Deft.^s note of the second of May 1761 & 4/- Interest & as by the Writ fully appear - The plt. appears - The Deft. being three times publicly called to come into Court makes Default &c. - It is therefore Considered by the Court that the said Ebenezer recover ag^t the s^d Nathaniel Two pounds Seventeen Shillings and three pence three farthing lawful money Damages & Cost of Court taxed at one pound 18/3. Ex^{ca}.i. 27th May 1762

Porter
Exor
Scott Sarah Porter of Hadley in the County of Hampshire Gentlewoman Widow and Relict of Eleazer Porter Esq. late of s^d Hadley dec^d. & Eleazer Porter now of s^d Hadley Esq. Execution of the last will and Testament of s^d Eleazer Porter dec^d. Plt. vs Moser Scott of Bernardsdon, some time since known by the name of Tallhorn in the County of Hampshire yeoman deft. In a plea that s^d Moser render to s^d Exec^{rs} thirty pounds lawful money due by his bond of 4th 26th of June 1751. as by of Writ may be seen at large set forth - The Plt. appears - The Deft. being three times publicly called to come into Court makes Default &c. It is therefore Considered by the Court that the s^d Sarah and s^d Eleazer Executors as afores^d in s^d Capacity recover ag^t the said Moser Twenty four pounds three Shillings and one penny half penny lawful money (being the sum due upon of Chancery of s^d bond) Debt & Cost of Court taxed at one pound 19/3. Ex^{ca}.i. July 1st 1762.

Tomroy
Fuller Eleazer Tomroy of Sunderland in the County of Hampshire Sadler plt. vs Shubael Fuller late of Sunderland Who now lives upon some Land between Northfield & Montague which is annexed to Montague in said County yeoman deft. in a plea of the Case for that the Deft. at s^d Sunderland on the 14th of April 1762 by his note for Value rec^d promised one Moser Billing & Company to pay them or their order Six pounds 10/2/- on demand with interest & afterwards viz on the same Day s^d Moser and one Samuel Modget who trades in Company with s^d said Moser by their Indorsement on s^d back of s^d note in writing did order the payments of s^d contents thereof then wholly due to be made to s^d Plt. of all which s^d Deft. there instantly had notice ^{as is plain by the note to pay s^d same to s^d Plt.} and promised s^d Plt. to pay him the same accordingly on demand yet tho' requested has never done it to s^d Plt. Damage £10/- The Plt. appears - The Deft. tho' three times publicly called to come into Court doth not come but makes Default &c. It is therefore Considered by the Court that the said Eleazer recover against the s^d Shubael Six Pounds ten Shillings & ten Pence lawful money Damages & Cost of Court taxed at Two pounds Six Shillings and seven pence like money -

After all which the Deft. by Joseph Hawley Esq. his Attorney comes into Court & appeals from the Judgment of this Court to the Superior Court of Judicature & to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next Who recognizes with Sureties as the Law directs for the Appellants prosecuting his Appeal with Effect as by said Recognizance on file appears -

Moses Graves gent. and Disha Allis gent. both of Hatfield in the County of Hampshire Graves or Church
vs Ober Church of Hadley in the same County Lordwainer def. in a plea of
the case for that said Ober at said Hatfield on the fifteenth day of April 1760
by his note for Value recd. promised the plt. to pay them four pounds 10s by
the first of April then next to come & if not then paid the Interest thereof till
paid yet the requested said Ober hath not paid the same or any part of it
but neglects to do it to their Damage seven pounds. The plt. appear - The
Def. tho three times publicly called to come into Court doth not come but
makes Default &c. - It is therefore Considered by the Court that the s^d Plt.
recover ag^t the said Def. four pounds fifteen Shillings and ten pence law-
mony Damages & Cost of Court taxed at one pound sixteen Shill. & a penny.

After all which the Def. by Charles Phelps gent. his Attorney comes
into Court and appeals from the Judgment of this Court to the Superior
Court of Judicature & to be holden at Springfield within and for the
County of Hampshire on the fourth Tuesday of September next Who
recognizes with Sureties as the Law directs for the Appellant's prosec-
uting his appeal with Effect as by s^d Recognizance on file appeareth.

James Henry of South Hadley in the County of Hampshire yeoman plt. vs
Walter Fairfield of Belcherstown in the s^d County of Hampsh. Yeoman def. in
plea of the case for that said Walter at said South Hadley on the twelfth of
June 1761 by his note for value recd. promised said James to pay him five
pounds 13s. on demand with interest till paid yet the requested the def.
hath paid no part thereof but unjustly neglects it to y^e Damage of s^d James
nine Pounds - The plt. appear - The def. being three times publicly called
to come into Court makes Default of Appearance - It is therefore Considered
by the Court that the said James recover against the said Walter five Pounds,
nineteen Shillings and six pence half penny lawful Money Damages &
Cost of Court taxed at one pound twelve Shillings and eight Pence -

After all which the Def. by Charles Phelps gent. his att^y comes into Court &
appeals from the Judgment of this Court to the Superior Court of Judicature
to be holden at Springfield within and for the County of Hampshire on
the fourth Tuesday of September next who recognizes with Sureties as the
Law directs for the Appellant's prosecuting his appeal with Effect as
by said recognizance on file appears -

Ebenezer Marsh Jun^r of Hadley in the County of Hampshire yeoman plt. vs Moses Graves
of Hatfield in the same County gent. def. in a plea of the case for that the def. at said
Hadley on the last day of Nov^r A D 1763 according to his account on file the sum of Marsh or Graves
Twenty Pounds then for an Article therein contained according to the Value of old
Tenor Bills of Credit of the Province of the Massachusetts Bay in New England then &
ever since that sum in old Tenor so called (as the plt. saith) was equal in value to
fourteen pounds lawful money of said Province the def. promised the plt. to pay him
said sum on demand yet hath wholly ever since neglected to do it tho by the plt.
often thereto requested to the Damage of the said Ebenezer the sum of £16. -
The plt. by Charles Phelps gent. his Attorney appears - And the said Moses by Joseph
Hawley Esq. his attorney comes and defends and says that this Writ ought to be abated
because of Uncertainty particularly in that part thereof wherein the thing promised
is alledged which the def. is ready to aver and thereof pray Judgment - Whereupon
the Promises being seen and by the Justices now here fully understood it appears to the s^d
Justices that the plt. writ is bad and not well brought - It is therefore Considered that
the s^d

the said Writ be quashed and that the said Mose recover against the said Ebenezer his Cost taxed at eighteen Shillings lawful money. The Plt. by his said Attorney appeals from the Judgment of this Court to the next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next Whorecognizes with Sureties as the Law directs for the appellant prosecuting his appeal with Effect as bys^r Recog^d on file appeareth.

Burbank } Timothy Burbank of Springfield in the County of Hampshire yeoman plt. vs
 Pynchon } Charles Pynchon of s^d Springfield Physician deft. in a plea of the Case for that s^d Charles at said Springfield on the 17th day of May Anno Dom 1757. had received of the said Timothy by the Hands of one Abraham Burbank a certain promissory note of one Aaron Sheldon; under the hand of the said Aaron well executed dated the 6th day of Oct^r 1756 for the payment of twenty pounds fourteen Shillings lawful money together with lawful interest for the same from and after the first day of December next ensuing the date of s^d note by said Aaron to s^d Timothy the Plt. in Consideration thereof said Charles at said Springfield on the aforesaid Seventeenth day of May by his note or writing of that date promised said Timothy to give him the said Timothy Credit on a certain bond of the said Timothy given and executed by him to the said Charles and which s^d Charles then had against the said Timothy for, and indorse the afores^d Sum of twenty pounds fourteen Shillings and the lawful Interest then due and payable on the above mentioned note of said Aaron Sheldon on said bond and that he the said Charles would allow to the said Timothy and accept the same as Payment of the aforesaid bond in part and that he the said Charles would exonerate acquit and discharge him the said Timothy for the sum afores^d and the Interest due and payable as aforesaid on said note on his the said Timothy's bond aforesaid if so be on Condition that the aforesaid Aaron Sheldon should truly content and pay to him the said Charles Pynchon the sum afores^d with the Interest due & payable as aforesaid on said note, and the said Timothy in fact says that the s^d Aaron Sheldon did afterwards that is to say on the tenth day of August in y^e same year at said Springfield truly content and pay to said Charles Pynchon the aforesaid Sum of twenty pounds 14^s. together with the lawful Interest due & payable as aforesaid on said note yet said Charles his promise aforesaid not regarding craftily and subtly to defraud the said Timothy in this Particular hath not given the said Timothy Credit for or indorsed on his the s^d Timothy's bond the same nor hath he the said Charles allowed to said Timothy and accepted the same as payment in part of his the said Timothy's bond aforesaid mentioned but hath held said Timothy to the payment of & received of him the whole sum contained in y^e Condition of said bond nor hath s^d Charles exonerated acquitted and discharged him the said Timothy for the sum aforesaid and the Interest due and payable as afores^d on s^d Sheldon's note on his the s^d Timothy's bond aforesaid the often requested but hitherto hath and still unjustly neglects & refuses so to do to the Damage of the said Timothy £40. The plt. appears & lend the Deft. by John Worthington by his Attorney comes and defends, & for plea says that the Plt. ought not to have this his Action ag^t him maintained but thereof ought to be barred for that he says at said Springfield on the said 17th day of May AD 1757. He had three several bonds under hand and seal of s^d Timothy payable to the said Charles viz one dated Dec^r 12th 1753 and with Condition thereto annexed for the Payment of fifty two pounds 1/5 by

by the 12th day of Dec: 1755 with the Interest One bond dated said 12th day of
December 1753 with Condition for the Payment of the Sum of fifty five
pounds 3/10 by the 12th day of Dec: 1756 with Interest and one bond dated
the sixth day of January 1755 with Condition for the Payment of forty
eight pounds 6/8 with Interest and the said Charles says that he was
possessed of the same bonds from the said 17th of May 1757 to the 8th day
of April 1760. and that the said bonds remained all that time with the
said Charles at said Springfield wholly unpaid and that at said
Springfield on s^d 8th day of April he the said Charles with s^d Timothy
computed the sum due to s^d Charles by the s^d Several bonds afores^d for s^d
Principal and Interest due by the same respectively according to the
Conditions of the same bonds aforesaid and that the said Charles then &
there in the Computation of the sum due to him as aforesaid he deducted
therefrom the whole sum of the note afores^d of the said Aaron Sheldon in
the Plt^s declaration mentioned and the Interest of the same sum from y^e
date of the same note to the said eighth day of April and then there
of s^d Timothy the sum that remained due to the said Charles
from said Timothy by said bonds after making the said Deduction
therefrom of the contents of the said note of the said Aaron as afores^d
and then and there delivered to the said Timothy the same bonds to
cancel the same Without this that the said Charles hath held the s^d
Timothy to the payment of or received of him the whole sum men-
tioned and contained and contained in the Conditions of the s^d bonds
without allowing and accepting the Contents of the said note as part pay-
ment thereof & deducting the same therefrom all which the said Charles
is ready to prove Wherefore he prays judgment that the said Timothy of
his his Action against him may be barred and he allowed his Cost -
And the s^d Timothy the Plt. by Joseph Hawley Esq/ his attorney replies & says
that he by any thing by the said Charles before pleaded in bar of his Action
aforesaid ought not to be barred thereof because he says that when the s^d Charles
and he the Plt. on the said 8th day of April A.D. 1760 computed y^e sum due
to him the said Charles by the several bonds in the deft^s plea mentioned in
the Computation of the sum due to him as afores^d did not deduct therefrom
the whole sum of the said note of the said Aaron Sheldon in y^e Plt^s Declⁿ
mentioned and the Interest of the same from the date of the same note to y^e
said eighth day of April or any part thereof as the said Charles in his plea
as alledged And thereof putt himself on the Country - And the Deft. likewise
putt the same - After a full hearing of y^e Parties in this case and all things
touching the same being fully discussed It is committed to the Jury Mr.
Daniel Cadwell foreman and fellows who return their Verdict on Oath that
they find for the Deft. Cost of Court. - It is therefore Considered by the Court
that the said Charles recover against the said Timothy the sum of £
lawful money allowed him by the Court for his Costs & Expenses in defending
this Suit &c - The Plt. appeals from the judgment of this Court to
the Superior Court of Judicature to be holden at Springfield within 4
for the County of Hampshire on the fourth Tuesday of September next
and recognises with Sureties as the Law directs for prosecuting his
appeal with Effect there as by said recognizance on file appears -

Howler
Cooley

Bildad Fowler of Westfield in the County of Hampshire yeoman plt. vs Daniel Cooley of Granville in the same County yeoman Deft. in a plea of the Case for that Daniel at said Westfield on 22nd of July last by his note for value rec^d promised said Bildad to pay him or Order eighteen pounds 13/2 on demand and the law Interest thereof yet s^d Daniel tho often requested hath never done it but neglected it to the plt. Damage £18. The plt. appears. The deft. tho three times publicly called to come into Court doth not come but makes Default & It is therefore considered by the Court that the said Bildad recover ag^t the said Daniel nineteen pounds eleven shillings and eleven pence lawful money Damages & Cost of Court taxed at one pound eleven shillings & five pence. After all which the deft. by Charles Phelps gent. his Attorney comes into Court and appeals from the judgment of this Court to the Superior Court of Judicature & to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of Sept. next Who recognises with Sureties as the Law directs for s^d Daniel, prosecuting his appeal with Effect as by s^d Recogn^{ce} on file appeareth.

Same
ag^t
Baneroff

Bildad Fowler of Westfield in the County of Hampshire yeoman plt. vs Thomas Baneroff of Granville in y^e said County yeoman deft. in a plea of the Case for that Thomas at said Westfield on the 24th of January 1761 by his note for value rec^d promised the said Bildad to pay him six pounds 1/10 on demand with y^e Interest yet the s^d Thomas tho often requested hitherto hath and still doth refuse to pay the same to y^e Damage of 1st plt. £6. The plt. appears. The Deft. tho three times publicly called to come into Court doth not come but makes default & It is therefore considered by the Court that the said plt. recover against the s^d Deft. six pounds eleven shillings and two pence lawful money Damages & Cost of Court taxed at one pound eleven shillings & five pence. After all which y^e deft. by Cornelius Jones Gent. his Attorney comes into Court and appeals from the judgment of this Court to the Superior Court of Judicature & to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next Who recognises with Sureties as the Law directs for the s^d Thomas, prosecuting his appeal with Effect, as by s^d Recognizance on file appears.

Morley
Dewey

John Morley of Westfield in the County of Hampshire Gent. plt. vs Thomas Dewey of s^d Westfield yeoman deft. in a plea of y^e Case demanding three pounds 12/5 on the plt. writ on file which y^e deft. promised but neglected to pay him & as by the plt. Writ appears. The plt. appears here. The Deft. being three times publicly called to come into Court makes default & It is therefore considered by the Court that the said John recover against the said Thomas three pounds twelve shillings & five pence lawful money Dam^{ts} & Cost of Court taxed at one pound 9/11. Ex^{ra} is 27th May 1762.

Howler
Spelman

Bildad Fowler of Westfield in the County of Hampshire yeoman plt. vs Tho^s Spelman of Granville in s^d County yeoman deft. in a plea of the Case demanding two pounds 13/9. on the deft. note of the 19th of August last and the Interest & as by y^e Writ on file may be seen at large set forth. The plt. appears. The deft. being three times publicly called to come into Court makes default of appearance. It is therefore considered by the Court that the s^d plt. recover ag^t the s^d Deft. two pounds sixteen shillings & five pence lawful money Damages & Cost of Court taxed at one pound 11/9. Ex^{ra} is 27th May 1762.

Pearse
Parson

Ephraim Pearse of Enfield in the County of Hampshire Gent. plt. vs Philip Parson of Granville in the same County yeoman deft. in a plea of the Case demanding four pounds 7/1. on the deft. note of the 7th of July 1761 & the Interest thereof & as

As by the Plt writ it appears more fully - The Plt. appears - The Deft. being three times publicly called to come into Court makes Default of Appearance - It is therefore considered by the Court that the said Ephraim recover against the P. Philip five pounds two shillings and three pence lawful money Damages & Cost of Court taxed at one pound nine shillings & seven pence. Ex. in. d. June 9th 1762.

Moses Bliss of Springfield in the County of Hampshire Gent. Adm^r on y^e Estate of David Bliss late of s^d Springfield Sadler dec^d not administrated upon by Luke Bliss late of s^d Springfield Adm^r on s^d Estate deceased Plt. vs W^m Handwork of said Springfield yeoman Deft. in a plea of the Case demanding Two pounds 5/6 which y^e Deft. owed the s^d Dec^d on account & as may be seen at largest full in the Writ - The Plt. appears - The Deft. being three times publicly called to come into Court makes Default of Appearance - It is therefore considered by the Court that the s^d Moses Administrator as afores^d recover against said William Two pounds five shillings and four pence lawful money Damages & Cost of Court taxed at one pound five shillings & seven pence. Ex. in. d. 14th May 1762.

Ephraim Pease of Infield in the County of Hampshire Gent. Plt. vs Benj^a Chaffee of a Pease Dale called Wales adjoining to the Town of Springfield and in s^d County yeoman Deft. in a plea of the Case for that said Benjamin at s^d Springfield on the first of April last was indebted to the s^d Ephraim in the sum of three pounds 14/11 by book account or diverse Merchandises & by him before that time to s^d Benj^a sold & deliverd (amonging to the amount on file) & in consideration thereof then and there promised the Plt. to pay him the same on demand yet tho' often requested the s^d Benj^a hath not paid the same to the Plt. but neglects it to his Damage & 5^s. - The Plt. appears. The Deft. tho' three times publicly called to come into Court doth not come but makes Default &c. It is therefore considered by the Court that the s^d Ephraim recover against the said Benjamin three pounds fourteen shillings and eleven pence lawful money Damages & Cost of Court taxed at one Pound ten shillings and seven pence - After all Which the Deft. by Cornelius Jones Gent. his Att^r comes into Court and appeals from the judgement of this Court to the Superior Court of Judicature &c. to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next & he recognises with Sureties as the Law directs for said Appellant's prosecuting his Appeal with Effect as by said recognizance on file appeareth.

Ephraim Pease of Infield in the County of Hampshire Gent. Plt. vs James Printep of Springfield in s^d County yeoman Deft. in a plea of y^e Case for that said James by y^e name of James Printep Jur^t at s^d Infield on the third of February 1761 by his note of that date for Value rec^d promised s^d Ephraim to pay him six pounds 17/10 money within two months with the Interest of y^e same yet tho' often requested s^d James hath never paid y^e same to y^e Plt but neglects to do it to his Damage nine pounds - The Plt. appears - The Deft. tho' three times solemnly called to come into Court doth not come but makes Default &c. It is therefore considered by the Court that the said Ephraim recover against the s^d James seven pounds eight shillings & a penny half Penny lawful money Damages & Cost of Court taxed at one pound 11/3 -

After all Which the Deft. by John Worthington Esq. his Att^r comes into Court & appeals from the judgement of this Court to the Superior Court of Judicature &c. to be holden at Springfield within and for y^e County of Hampshire on y^e fourth Tuesday of September next & he recognises with Sureties as the Law directs for the Appellant's prosecuting his appeal with Effect as by s^d Recognizance on file appears.

Hollister Timothy Hollister of Graftonbury in the County of Hartford & Colony of Connecticut yeoman
 Adami Plt. vs Azubah Adam of Springfield in the County of Hampshire Widow & Relict of
 Adm. Abraham Adam late of s^d Springfield yeoman Deft. on all the Goods & Chattels Rights
 and Credits of s^d Abraham Who died Intestate Deft. in a plea of the Case demand
 four pounds 4^s on of s^d Abraham's note to of Plt. of the 19th of August 1760 and the
 Interest of of same to as of of Writ appears - The Plt. by his Attorney appears - The
 Deft. being three times called to come into Court makes default of appearance -
 It is therefore Considered by the Court that the said Timothy recover ag^t the Estate
 of said Abraham in y^e hands and under the Administration of s^d Azubah four
 pounds seventeen Shillings and ten pence lawful money Damages & Cost of Court
 taxed at one pound sixteen Shillings & five pence - Ex^{ra} is^d 14th May 1762 -

Hitchcock Caleb Hitchcock of Brookfield in the County of Worcester yeoman plt. vs Benjⁿ
 Colton of Brimfield in the County of Hampshire yeoman Deft. in a plea of Case
 Colton demanding thirteen pounds on the Deft. note of of 13th of May 1761 & Interest of
 it after of expiration of six months from the date & also three pounds 12^s on of Deft.
 other note of the ninth of Nov^r 1761 and of Interest as by of Writ fully appears -
 The plt. appears. the Deft. being three times publicly called to come into Court
 makes Default of Appearance - It is therefore Considered by the Court that
 the s^d Caleb recover against the said Benjamin seventeen pounds one Shilling & ten
 pence lawful money Damages & Cost of Court taxed at one Pound 17/7
 Ex^{ra} is^d 21st May 1762 -

Fowler Biddad Fowler of Westfield in the County of Hampshire yeoman plt. vs Daniel
 Grainger of Sheffield in the County of Northshire yeoman Deft. in a plea of the Case
 Grainger for that said Daniel at said Springfield on the Twenty Second of Sept^r 1761 by his
 Note for Value rec^d promised the said Biddad to pay him thirteen pounds 12^s
 the same to be paid in neat Cattle at the Market Price by the first day of Jan^y
 1762 at ready money price with use Yet said Daniel tho often thereto requested
 never paid the same to s^d Biddad in neat Cattle as aforesaid tho' he was always
 ready to receive the same nor hath said Daniel in any other Way or manner
 fulfilled his said Promise but refuses to do so to the Damage of s^d Biddad
 £13 - The Plt. by Mark Hopkins gent. his att^r appears - & the s^d Dan^l Grainger
 by John Worthington by his Attorney comes & defends & and for plea says that he
 never promised in manner and form as the Plt. in his Declaration has alleged
 & thereof puts himself on the Country - And the said Biddad by his s^d Attorney comes
 and renewing to himself Liberty of waving this Demurrer on of Trial of of Appeal
 says that the Plea by the Deft. above pleaded and the matters therein contained
 are insufficient in Law neither is he holden by the Laws of the Land to make
 Answer thereto & this he is ready to verify & thereof prays Judgment and that
 his Damages and Cost may be adjudged to him - And the Deft. confessing say
 his Plea is sufficient - Whereupon y^e Premises being seen and fully understood
 by the Justices now here it appears to said Justices that the Deft. Plea aforesaid
 and the matters in y^e same contained is in Law good & sufficient to preclude
 the said Plt. from having his ~~own~~ Action afores^d ag^t s^d Deft. It is therefore Con-
 sidered by the Court that y^e s^d Deft. recover ag^t the s^d Plt. his Costs taxed at
 £ lawful money - The Plt. by his said Att^r appeals from of Judgment
 of this Court to the Superior Court of Judicature to be holden at Springfield in
 and for y^e County of Hampshire on the fourth Tuesday of Sept^r next Where-
 cognizes with Sureties as the Law directs for the Appellant's prosecuting his
 Appeal with Effect as by said Recognizance on file appears -

Bildad Fowler of Westfield in the County of Hampshire yeoman plt. vs Constantine Noble of Sheffield in the County of Berkshire yeoman def. in a plea of the Case for recovery of Two pounds 19/5. which y^e Deft. owes y^e Plt. on account as p^y y^e Writ on file in at large set forth. The Plt. appears. The Deft. being three times publicly called to come into Court makes Default of Appearance. It is therefore Considered by y^e Court that the said Bildad recover against the said Constantine two pounds nineteen Shillings five pence lawful money Damages & Cost of Court taxed at £1. 17. 3. Ex^{ra} in d^o 27th May 1762.

Phinehas Pratt of Cranville in the County of Hampshire Gent. & Deputy Sheriff under Oliver Partridge Esq^r Sher. of s^t County Plt. vs Thomas Spelman of s^t Cranville yeoman def. in a plea of the Case demanding 35/ on y^e Deft.'s note of the 4th of Nov: Spelman last & y^e Interest of y^e same. & also one other sum of 35/ On another note of y^e same date with y^e Interest - as p^y y^e Writ appears. The plt. appears. The Deft. being three times publicly called to come into Court makes Default of Appearance. It is therefore Considered by the Court that the s^d Phinehas recover against the said Thomas three pounds twelve Shilling and two pence half penny law^d money Damages & Cost of Court taxed at one pound 14/7 - Ex^{ra} in d^o 27th May 1762.

Bildad Fowler of Westfield in the County of Hampshire yeoman plt. vs John Barber Jun^r of Springfield in s^t County yeoman def. in a Plea of the Case for that said John at said Springfield on the 12th of Feby 1759. by his note for value received promised to pay to One Eunice Ely or order the sum of three pounds 6/3 on demand with interest and afterwards viz at said Springfield on the 19th day of April next following the date of s^d note the said Eunice by her Indorsement in writing on y^e back of s^d Note signed with y^e proper hand of the s^d Eunice ordered the payment of y^e Contents of said Note then wholly due and unpaid to be made to the said Bildad of all which s^d John then and there instantly had notice and so became liable to pay y^e same to y^e said Bildad and then s^d John promised him to pay him y^e same accordingly on demand yet y^e said John this often requested has never paid y^e same to y^e said Bildad but neglects to do it to y^e Damages of s^d Bildad £5. The Plt. by John Phelps gent. his Att^r appears. The Deft. (by Daniel Jones gent. his Att^r appears and defends &c and prays Judgment if this Court will take further Cognizance of this action because he says the Plt. has brought his action to be heard and tried on the third Tuesday of May whereas he ought to have brot his action to be heard and tried on the first Tuesday of May & as is particularly pleaded on file. Whereupon y^e Premises being viewed & understood by the Justices now here And it appearing to the s^d Justices that this Court have Cognizance of y^e Plt.'s action brot as afores^d. It is determined that y^e s^d Plt. may proceed. And now y^e Deft. saving the above^d Plea) comes and says that y^e Plt.'s writ is bad and ought to abate because it doth not appear by y^e Plt.'s Decon that y^e Contents of the note declared on or any part thereof was due at the time of the Indorsement made by said Eunice to the plt. which ought to have been set forth and he prays Judgment accordingly. And hereupon the premises being seen and understood by y^e Court it appears that the Plt.'s Writ is good and well brought. It is adjudged that the said Writ do not abate. Saving the above plea the Deft. reserving to himself Liberty of waving this Demurrer upon the Trial of the Appeal says that the bond declared on is not his act and deed and thereof puts himself on the Country & the Plt. consenting to said reservation says the Deft.'s plea aforesaid is an insufficient Answer to his Declaration and that he is not bound by the Law of the Land to answer thereto therefore prays Judgment for his Damages and Cost. And the Deft. says his plea sufficient. And the Premises hereupon being further viewed and fully understood by this Court it appears to the Court that the Deft.'s above pleaded Plea is insufficient in Law to preclude the s^d Plt. from his action afores^d ag^t y^e afores^d Deft. It is

It is therefore considered that the said Plt. recover ag^t. the said Def^t. three pounds nineteen Shillings and three farthings lawful money Damages and Cost of Court taxed at one pound eight Shillings and nine pence - The Def^t. by Cornelius Jones gent. his Attorney appeals from the judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next. Who recognizes with Sureties as the Law directs for the Appellant's prosecuting his appeal with Effect as by said Recognizance on file appears -

Fowler
Leonard { Stephen Fowler of Westfield yeoman plt. vs Joseph Leonard Jun^r of Springfield Gent Def^t. in a plea of *Case* on book account &c. The plt. in this Case being three times publicly called to come into Court is nonquit & The Def^t. likewise defaulted & the Action is accordingly dismissed -

Billing
Baxter { Joseph Billing of Hatfield in the County of Hampshire Gent. Plt. vs William Baxter of Greenwich in said County yeoman Def^t. in a plea of the *Case* for that ^{2^d} William on the fifteenth day of February 1760 at Hatfield aforesaid by his note for Value received promised the Plt. to pay him seven pounds 14/8 lawful money on or before the first of December then next with the lawful Interest thereof till paid yet the Def^t. tho' often requested has not paid & contents of s^d note to the Plt. but he wholly deny's to do it to his Damages nine pounds -

The Plt. appears - The Def^t. tho' three times solemnly called to come into Court doth not come but makes Default &c. It is therefore considered by the Court that the said Joseph recover against the said William five pounds Eleven Shillings and eight pence lawful money Damages & Cost of Court taxed at one pound sixteen Shillings & three pence - After all which the Def^t. by John Worthington Esq. his Attorney comes into Court and appeals from the judgment of this Court to the Superior Court of Judicature to be held at Springfield in and for the County of Hampshire on the fourth Tuesday of September next and he recognizes with Sureties as the Law directs for the said William's prosecuting this ^{2^d} Appeal with Effect as by said Recognizance on file appears -

Field
Holton { Gaius Field of Winchester in the Province of New Hampshire Husbandman plt. vs Eleazer Holton of Northfield in the County of Hampshire yeoman otherwise called Eleazer Holton of Westfield in the County of Hampshire afores^d yeoman Def^t. in a plea of Debt demanding twenty three pounds on the Def^t. bond dated the 14th of April 1756 as is at large set forth in the Writ - The plt. by his Attorney appears - The Def^t. being three times publicly called to come into Court makes Default - It is therefore considered by the Court that the plt. recover against the Def^t. fourteen pounds Six Shillings and Seven pence lawful Money (being the Channery of s^d bond declared on) debt & Cost of Court taxed at Two pounds two Shillings and Seven pence like money - Ex^a n^o is d^o 11th June 1762 -

Billing
Wood { Joseph Billing of Belcherstown in the County of Hampshire yeoman plt. vs Sampson Wood of Belcherstown afores^d blacksmith Def^t. in a plea of the *Case* for that the Def^t. at said Belcherstown on the 28th of January last owed the plt. fourteen pounds 3/6¹/₄ for sundry Articles of Labour according to y^e Account to y^e Writ annexed and then and there promised the Plt. to pay him the same on Demand yet the Def^t. tho' often requested hath never paid the same but unjustly neglects to do it And for that the Def^t. at said Belcherstown on s^d 28th of January being indebted to the plt. one other Sum of fourteen pounds 3/6¹/₄ for procuring and providing for the Def^t. Iron Steel and Coal to carry on y^e Trade of a Blacksmith and procuring and providing for y^e Def^t. House room and

Linwood and necessaries for the Support of his family and keeping his horse and Labouring for the Deft. the Deft. in Consideration thereof then and there promised the Plt. to pay said Sum to him in Blacksmiths Work or in Tools Implements and Utensils made with said Iron Steel and Coal yet the Deft. though often requested hath not paid said Sum last mentioned to the Plt. but neglects it to his Damage Twenty Pounds - The Plt. appears - And the Deft. by John Worthington Esq. his Attorney comes into Court and defends & and says that he owes the said Joseph nothing in manner and form as the Plt. in his Decon hath alledged and thereof puts himself on the Country - And the Plt. reserving Liberty to alter his reply on the Trial of the Appeal says that the Deft. plea and the matters therein contained is an Insufficient Answer to his Decon And that he is not obliged nor is held by the Law of the Land to answer thereto. And the Deft. agreeing to the Plt. reservation says his plea is sufficient - Whereupon the Premises being seen and by the Justices now here fully understood it appears that the Deft. plea aforesaid is sufficient & It is therefore Considered by the Court that the said Joseph have nothing by his plea aforesaid And that the said Wood recover against the s. Joseph his Cost taxed at lawful money - The Plt. by Joseph Hawley Esq. his Attorney appeals from the Judgment of this Court to the Superior Court of Judicature & to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next & He recognises with Sureties as the Law directs for the Appellant prosecuting his Appeal with Effort as by said Recognizance on file appeareth

Cornelius Jones of Springfield in the County of Hampshire gent. Plt. vs. Nathan Munger of Brimfield in said County yeoman Deft. in a plea of the Debt demanding Two pounds 7/2 on the Deft. note of the 26th of May 1750 and the Interest thereof As p. of Writ on file appears - The Plt. appeareth. The Deft. being three times publicly called to come into Court makes Default of Appearance - It is therefore Considered by the Court that the s. Cornelius do recover against the Nathan Two pounds eighteen Shillings & four pence two farthings lawful money Damages & Cost of Court taxed at one pound 10/5^{ts} Exon in 23^d June 1762.

Cornelius Jones of Springfield in the County of Hampshire gent. Plt. vs. Thomas Spelman of Cranville in the same County yeoman Deft. in a plea of Case for Recovery of three Pounds 13/6 which s. Deft. promised s. Plt. by his note on 8th of May 1760 on demand with the Interest - as p. the Writ appears - The Plt. appears. The Deft. being three times publicly called makes Default of Appearance in Court - It is therefore Considered by the Court that the said Cornelius recover against the said Thomas four pounds two Shillings and four pence lawful money Damages and Cost of Court taxed at one pound eight Shillings & seven Pence. Exon in 23^d June 1762.

Timothy Cotton of Springfield in the County of Hampshire yeoman Plt. vs. Joseph Hinds of Greenwich in the same County yeoman Deft. in a plea of the Case demanding ten pounds 6/ on the Deft. note of the 17th of July 1760 & Interest & also three pounds 13/10. on s. Deft. other note of 8th of Sept. 1760 and of Interest which s. Deft. by his p. Notes promised one Isaac Cotton to pay him or his order on demand Who since hath ordered the payment of s. Contents of s. notes to be made to s. Plt. As by s. Writ may be seen - The Plt. appears. The Deft. being three times called to come into Court makes Default of Appearance - It is therefore Considered by the Court that the s. Timothy recover against the said Joseph fifteen Pounds nine Shillings and nine pence lawful money Damages & Cost of Court taxed at one Pound 12/3. Exon in 23^d June 1762.

Hittchcock } Noah Hittchcock of Brimfield in the County of Hampshire yeoman plt. vs
 Hittchcock } Shubael Gear of Infield in the County of Hampshire Jur. Inholder Deft. in a plea
 Gear Jur. } of the Case demanding sixteen pounds which y^e Deft. on y^e 27th of Nov^r 1761 promised
 by his note to pay y^e plt. within a month & as y^e y^e Writ appears - The plt. appears
 The Deft. being three times publicly called to come into Court makes default of appearance - It is therefore Considered by the Court that the s^d Noah recover against y^e
 said Shubael sixteen pounds lawful money Damages & Cost of Court taxed at
 one pound fourteen Shillings and five pence -

Moulton } Ebenezer Moulton lately of Brimfield in the County of Hampshire Gent. now
 Green } residing in the Province of Nova Scotia Gent. plt. vs Robert Green of s^d Brimfield
 Green } yeoman Deft. in a plea of the Case demanding three pounds 15^s on the Deft. note of
 the 13th of March 1761 & y^e Interest - as by y^e Writ may be seen at large set forth -
 The plt. by his Att^r appears - The Deft. being three times publicly called makes
 Default of Appearance in Court - It is therefore Considered by the Court that y^e
 plt. recover against the Deft. four pounds & six pence half penny lawful money
 Damages & Cost of Court taxed at one pound 17^s - Ex^{ca} is^d 23^d June 1762 -

Hall } Benjamin Hall of Infield in the County of Hampshire in New England yeoman
 or } plt. vs Bigat Egglestone lately of Infield aforesaid yeoman Deft. in a plea of y^e
 Egglestone } Case demanding ten pounds on y^e Deft. note of the eighteenth of September 1760.
 which he therein promised to y^e plt. at his order - as by y^e Writ may be seen - The plt.
 appears - The Deft. being three times called to come into Court makes Default of
 Appearance - It is there Considered by the Court that the said plt. recover ag^t
 said Deft. eight pounds lawful money Damages & Cost of Court taxed at one
 pound ten Shillings and nine pence - Ex^{ca} is^d 10th May 1762 -

Lamb } Daniel Lamb of Springfield in the County of Hampshire yeoman plt. vs
 or } Joseph Wright yeoman and David Wright yeoman both of Springfield afores.
 Wright or } Deft. in a plea of the Case for that the Deft. at Springfield afores. on the 16th
 of Oct^r 1760. by their note for Value rec^d promised the plt. to pay him eight
 pounds 10^s by the first day of May then next with Interest till paid yet
 the Deft. or either of them have never fulfilled their said promise tho' often
 thereto requested but they unjustly neglect to do it the Damage of y^e s^d Daniel
 £10 - The plt. appears - One of the Deft. above named being out of this
 Government It is ordered that the Case be continued to the next Term of y^e Court

Blip's } Luke Blip gent. & Lewis Blip gent. both of Springfield in the County of Hampshire
 Admin^r } Administration on all and singular the Goods Chattels rights & Credits of Luke Blip
 Mun. } late of s^d Springfield gent. dec^d. plt. vs Nathaniel Mun of Monson in y^e same
 County yeoman Deft. in a plea of Debt wherein they demand five pounds 10^s
 which y^e Deft. on y^e 16th of June 1752 by his bond obliged himself to y^e s^d Luke dec^d.
 to pay him on demand as in y^e Writ if more fully set forth - The p^{ts} appear
 The Deft. being three times called to come into Court makes default of Appearance
 It is therefore Considered by the Court that the said Luke and y^e s^d Lewis
 Administrators as afores. recover against said Nathaniel four pounds two
 Shillings & a penny lawful money (being the Chancery of s^d bond) Debt & Cost of
 Court taxed at one pound eight Shillings & seven pence. Ex^{ca} is^d 14th May 1762

Same } Luke Blip gent. & Lewis Blip gent. both of Springfield in y^e County of Hampshire
 ag^t } Admin^r on y^e Estate of Luke Blip late of s^d Springfield gent. dec^d. plt. vs Aaron
 Scott } Scott of Deerfield in the County of Hampshire yeoman Deft. in a plea of y^e Case
 demanding ten pounds 3^s which y^e Deft. on the second of April 1755 by his note
 promised

promised the s^r deceased then living to pay him on demand & the Interest as by the Writ is more fully set forth - The plt. appear - The Def^t. being three times publicly called to come into Court makes Default & It is therefore Considered by y^e Court that the s^r Luke and s^r Lewis Adm^{rs} as afores^d recover against the said Aaron six Pounds fifteen Shillings, and five pence lawful money Damages & Cost of Court taxed at one pound eleven Shilling, & three pence. Ex^{co} is^d 14th May 1762.

Daniel Lamb of Springfield in the County of Hampshire yeoman plt. vs John Hancock Jun^r of Springfield yeoman Def^t. in a plea of Debt wherein y^e Plt says, that the Def^t. then on y^e 26th of Feby 1749 by his Obligation or Instrument in Writing under his hand and Seal acknowledged he had rec^d ten Sheep that had come to their Growth & in Consideration thereof then bound himself to s^r Daniel to pay on y^e last of May yearly for three succeeding years ten pounds of good Sheep wool & at y^e end of three years from y^e Date above to pay s^r Daniel ten grown Sheep, as p^y y^e Writ is more fully set forth - The Plt. appears - The Def^t. being three times publicly called to come into Court makes default of Appearance - It is therefore Considered by the Court that y^e said Daniel recover against the said John the Sum of £6:6:2 lawful money Debt & Cost of Court taxed at £1:10:7 - Execution Issue Oct^r 27. 1762.

Bildad Fowler of Westfield in the County of Hampshire yeoman plt. vs John White of Upton in the County of Worcester yeoman Def^t. in a plea of y^e Case for that the Def^t. at Springfield afores^d on the Last day of March last past owed the Plt. the Sum of nine pounds 5/6 for sundry goods and Wares according to y^e Account annexed to the Writ and then and there promised the Plt. to pay him the same on demand yet the Def^t. tho' often thereto requested hath not paid said Sum to the Plt. but unjustly neglects to do it to his Damages £12. The Plt. by John Worthington Esq. his Att^y. appears - And the Def^t. above named by Joseph Hawley Esq. his Att^y. comes and defends & or and says that he never promised the Plt. in manner and form as in his Writ is alledged & thereof puts himself on the Country - And the said Bildad replies and says the plea of the Def^t. before pleaded and the matters therein contained are insufficient in Law neither is he holden by y^e Law of y^e Land to make answer thereto and that he is ready to verify wherefore the said Bildad prays that his Damages and Costs may be adjudged to him preserving Liberty however to waive his Demurrer and Trial only Appeal and then join the Issue tendered - And the Def^t. consenting says his Plea is sufficient - Whereupon the Premises being seen and by the Justices now here fully understood it appears to the said Justices that the Def^t. plea aforesaid by y^e Def^t. in manner above pleaded is in Law good & sufficient to bar the Plt. from having his Action ag^t y^e Def^t. & It is therefore Considered that the said Bildad by his Plea afores^d having Nothing but that for his grounds demand he be in Money &c. - It is further Considered that y^e s^r John recover against the said Bildad One pound eleven Shillings, and six Pence lawful money allowed him by the Court with his Consent for his Cost & Expenses in defending this Suit &c. The Plt. by his said Attorney appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next And Herdognizes with Sureties as the Law directs for the said Bildad prosecuting his Appeal with Effect as by said Recognizance on file appeareth -

Blip's
Admin-
Brooks &c.

Luke Blip gent. & Lewis Blip gent. both of Springfield in the County of Hampshire Administrators on the Estate of Luke Blip late of s^d Springfield gent. dec^d. Plt^r vs Samuel Brooks yeoman and Lydia Brooks Housewife and wife of y^e said Samuel Brooks both of s^d Springfield which s^d Lydia is Adm^r on y^e Estate of Moses Miricks late of said Springfield yeoman dec^d. Def^t in a plea of the Case demanding nineteen pounds 2s. which s^d Moses (when living) was on the 21st of Nov^r 1751. by his note promised s^d Luke dec^d then alive to pay him, with y^e Interest & as y^e y^e Wit more fully appears. The pl^t appears. The Def^t being three times publicly called to come into Court make Default of Appearance. It is therefore considered by the Court that the said Luke Blip & Lewis Blip Administrators as Affors^r recover against the Estate of the s^d Moses dec^d in the hands and under the Administration of s^d Lydia Adm^r as affors^r thirty pounds sixteen shilling, & six pence lawful money Damages and Cost of Court taxed at One pound five shillings and eleven pence like money. Ex^t is^d 10th May 1762.

Jones
Wright

Cornelius Jones of Springfield in the County of Hampshire gent. pl^t vs Joseph Wright of s^d Springfield yeoman def^t in a plea of the Case for that the def^t at s^d Springfield on the 10th of February last by his note for value rec^d promised the pl^t to pay ^{him} 19/3 on demand and for that the def^t at s^d Springfield on the 21st of May 1744 by one other note under his hand for value rec^d promised the pl^t to pay him sixteen shillings lawful money on demand with Interest till paid yet the def^t tho often requested hath not performed either of his Promises aforesaid but unjustly neglects so to do to the Pl^t Damage £4. The Pl^t appears but the said Joseph y^e Def^t being out of this Government. Ordered that this Case be continued to y^e next Inferior Court of Common pleas to be held at Springfield &c. on y^e Last Tuesday of August next.

Kellogg
Shaw

Martin Kellogg of Suffield in the County of Hampshire yeoman pl^t vs William Shaw of Palmer in the same County Innholder def^t. In a plea of the Case for that the def^t at Suffield afores^d on the 25th of December 1761 by his note for value received promised the Pl^t to pay him six pounds 4s lawful money on demand with Interest till paid yet the Def^t tho often requested hath never fulfilled his said Promise but neglects it to the Pl^t Damage £10. The pl^t by his Att^r appears. And the said William Shaw (by John Worthington by his Att^r) comes and defends & avow and pleads that he never promised in manner and form as the Pl^t in his Decon has alledged and thereof puts himself on the Country.

And the Pl^t reserving Liberty of waving his Demurrer on the trial of y^e appeal and then joining the Issue tendered says that the Def^t plea and y^e matter therein contained is an insufficient answer to his Decon to which s^d plea the Pl^t hath no necessity neither is held by the Law of the Land in any manner to answer and this he is ready to verify & thereof he prays judgment & that his Damages and Cost may be adjudged to him. And the def^t consenting says his plea is sufficient. Whereupon the premises being seen and by the Justice now then fully understood it appears to the said Justice that the def^t said plea is in Law good & sufficient &c. It is therefore considered that the said William recover against the s^d Martin his Cost taxed at £ law^d Money.

The pl^t by Cornelius Jones gent. his Attorney appeals from y^e Judgment of this Court to the Superior Court of Judicature & to be holden at Springfield in y^e County of Hampshire on the fourth Tuesday of Sept^r next & he recognizes with Sureties as the Law directs for the Appellants prosecuting his appeal with Effect as by s^d Recognizance on file appears.

Edward Clark of Rutland District in the County of Worcester gent. Plt. vs Shubael
Geer junr. of Infield in the County of Hampshire Inn holder deft. In a plea of *Case* { Clark
Geer }
defendant demanding twenty six pounds 13/8 on the Deft. note of the 19th of April 1762
and the Interest thereof as *if* the Writ appears - The plt appears - The deft.
being three times publicly called to come into Court makes Default of appear-
ance - It is therefore Considered by the Court that the said Edward recover ag^t
the said Shubael twenty six pounds fifteen Shillings & nine pence half penny
lawful money Damages & Cost of Court taxed at one pound 10/1^d -

Edward Clark of Rutland District in the County of Worcester gent. Plt. vs Benja^a
Hall of Infield in the County of Hampshire yeoman deft. in a plea of *Case* { same
ag. }
demanding sixteen pounds 15/6 on the Deft. note of the 1st day of January
1761 and the Interest - as in *q^d*. Writ is shewn at Large - The plt. appears
the Deft. being three times publicly called to come into Court makes Default
of Appearance - It is therefore Considered by *q^d*. Court that the said Edward recover
against the said Benjamin eighteen pounds two Shillings & nine pence one farthing
lawful money Damages & Cost of Court taxed at one pound 10/9^d -

Stephen Keys of Pomfret in the County of Windham in *q^d*. Colony of Connecticut
in New England Shopkeeper & John Mentice of Somers in *q^d*. County of Hampshire
Shopkeeper Plt. vs Parker Pease of said Somers yeoman deft. in a plea of the *Case* { Keys &
Pease }
demanding eight pounds which *q^d*. deft. on *q^d*. 18th of May 1760 by his note
promised *q^d*. Plt. by *q^d*. 18th of February then next & the Interest
as *if* *q^d*. Writ may be seen more fully declared - The plt. appears - The Deft. being
three times publicly called to come into Court makes Default of Appearance -
It is therefore Considered by the Court that the *s^r*. Plt. recover ag^t the *s^r*. Deft.
eight pounds twelve Shillings & one farthing lawful money Damages & Cost of
Court taxed at two pounds one Shilling & eleven pence -

Elisha Kibbe of Somers in the County of Hampshire yeoman plt. vs Parker Pease
of Somers afores^d yeoman deft. in a Plea of the *Case* demanding two pounds 17/1^d. { Kibbe
Pease }
on the deft. note of the 4th of Dec^r. 1759. and *q^d*. Interest as *if* *q^d*. Writ appears.
The plt. appears - The deft. being three times publicly called to come into Court
makes Default of Appearance - It is therefore Considered by the Court that the said
Elisha recover ag^t the said Parker three pounds, five Shillings & three pence lawful money
Damages & Cost of Court taxed at one pound nine Shillings & eleven pence. Ex^o. in^o. 23^d June 1762

Timothy Nups of Rutland District in the County of Worcester yeoman plt. vs
Shubael Geer junr. of Infield in *q^d*. County of Hampshire Inn holder deft. in a
Plea of the *Case* demanding £15. worth in neat Cattle or Sheep which *q^d*. Deft. on *q^d*. { Nups
Geer }
13^d of March 1761 by his note promised *q^d*. Plt. by *q^d*. 20th of June then next & as
is fully shewn in *q^d*. Writ - The plt. appears - The Deft. being three times called
to come into Court makes Default of appearance - It is therefore Considered
by the Court that the said Timothy recover against the said Shubael fifteen
pounds lawful money Damages & Cost of Court taxed at one pound 19/1^d -

William Scott junr. of Palmer in the County of Hampshire gent. plt. vs Sam^l. Pike
of Monmouth in *s^r*. County husbandman deft. in a plea of the *Case* demanding twelve { Scott
Pike }
pounds 13/4. on the Deft. note of May 19th 1760. & *q^d*. Interest & also three pounds 13/3
which *q^d*. Deft. owes *q^d*. Plt. by book account & as *if* *q^d*. Writ - The Plt. appears - The
Def^t. being three times publicly called to come into Court doth not come but
makes Default &
It is

It is therefore considered by the Court that the said William recover against y^e Samuel fourteen pounds seven Shillings and eleven pence lawful money Damages and Cost of Court taxed at one pound sixteen Shilling and five pence - And^d Afterward now at this same Term Aaron Graves yeoman Who was Surety for the Appearance of the said Samuel the Def^t. to answer the Suit of y^e Will^m the Plt. comes into Court and brings the s^d Samuel here into this Court and moves that he the s^d Aaron may now be discharged as y^e Law provides in this Case - And it is hereupon ordered that Mr. Isaac Colton y^e keeper of y^e Prison in this County take y^e said Samuel into his Custody that he may be taken in Execution to satisfy this Judgment &c -

Brannan Mehetabel Brannan of Stafford in the County of Hartford Colony of Connecticut in
Pease New-England Spinster and Widow plt. vs Parker Pease of Somers in the County of
 Hampshire Yeoman Def^t. in a plea of the Case demanding 45^s money on y^e Def^t's
 note of the 19th of Feb^y 1762 as y^e Writ appears at Large set forth - The Plt.
 appears - The def^t. being three times publicly called to come into Court doth not
 come but makes Default &c It is therefore considered by the Court that the s^d
 Mehetabel recover ag^t the said Parker two pounds five Shillings and six
 pence half penny lawful money Damages and Cost of Court taxed at one
 pound fourteen Shillings and five pence - Ex^{is} is^d 14th May 1762 -

Pratt Phineas Pratt of Granville in the County of Hampshire gent and a
Deebe Deputy Sheriff under Oliver Partridge Esq Sheriff of s^d County plt. vs Samuel
 Deebe and Job Whitcomb both of s^d Granville Husbandmen def^t. in a plea
 of the Case demanding eight pounds 10^s on the def^t's note of the 25th of Jan^y
 1762 and the Interest - as is at large set forth in y^e Writ - The Plt. appears - The
 Def^t. being three times publicly called to come into Court makes default of Appearance
 It is therefore considered by the Court that the s^d Phineas recover against the
 said Samuel & said Job eight pounds twelve Shillings and eleven pence
 half penny lawful money Damages & Cost of Court taxed at one pound fifteen
 Shillings and eleven pence - Ex^{is} is^d 27th May 1762 -

Ely et al John Ely yeoman & Justin Ely gent. both of Springfield in the County of
Morgan Hampshire Plt^s vs James Morgan of s^d Springfield yeoman def^t. in a plea of
 the Case demanding seven pounds 13^s on the def^t's note of the Second of May 1761
 and the Interest &c as by y^e Writ appears at Large - The Plt. appears - The Def^t.
 being three times publicly called to come into Court makes Default of Appearance
 It is therefore considered by the Court that the said John & s^d Justin do recover
 against the s^d James eight pounds two Shillings & three pence lawful money Dam-
 ages and Cost of Court taxed at one pound five Shillings and nine pence -

Lawrence James Lawrence of Brimfield in the County of Hampshire Physician plt
Wallis David Wallis of s^d Brimfield Gent. def^t. in a Plea of the Case demanding three
 pounds 2^s on the def^t's note of the 17th of Sept^r 1760 & y^e Interest thereof - as by
 y^e Writ may be seen at Large &c The plt. appears - The Def^t. being three times
 publicly called to come into Court makes Default &c It is therefore considered by
 the Court that the s^d James recover against the said David three pounds nine
 Shill^s lawful money Damages & Cost of Court taxed at one pound 17^s 5^d -

Kent Dudley Kent of Suffield in the County of Hampshire yeoman plt. vs Aaron Scott
Scott lately of Deerfield in s^d County yeoman def^t. in a plea of y^e Case demanding three
 pounds 5^s on the def^t's note of the 25th of August 1761 and the Interest &c as is at
 Large set forth on file -

The Plt. appears - The Deft. being three times publicly called to come into Court makes Default & It is therefore considered by the Court that the said Dudley recover against the said Aaron three pounds seven shillings and five pence lawful money Damages and Cost of Court taxed at one pound 14/3 -

Exⁿ is^d 23^d June 1762 -

Noah Colton of Greenwich in the County of Hampshire yeoman plt. vs David Russell of S^r. Greenwich yeoman Deft. In a plea of the Case demanding six pounds 13/4 on the Deft's note of the 13th of March 1761 to have been paid by y^e Russell first of Oct^r following that date &c - The plt. appears - The Deft. being three times publicly called to come into Court doth not come but makes Default & It is therefore considered by the Court that the said Noah recover ag^t the s^d David the sum of £ lawful money Dam^s & Cost of Court taxed at

John Gibbs of Greenwich in y^e County of Hampshire yeoman plt. vs Simon Davis Jun^r late of S^r. Greenwich Husbandman Deft. in a plea of the Case demanding four pounds 13/4 on y^e Deft's note of the Eleventh of May 1750 and y^e Interest - and also eight pounds 6/2 1/2 which y^e Plt. paid to satisfy a Judg^t obtained ag^t y^e Plt. upon y^e joint note of y^e Plt. & Deft. to one Emmons given for y^e proper Debt of y^e Deft. and which y^e Deft. promised y^e Plt. to pay for y^e Emmons & thereby save him small Cost &c as by y^e Writ at large appears - The plt. appears - The Deft. being three times publicly called to come into Court makes Default & It is there fore considered by the Court that the s^d John recover against the said Simon fourteen Pounds twelve Shillings and a penny lawful money Damages and Cost of Court taxed at Two pounds Eleven pence - Exⁿ is^d July 5th 1762 -

Jonathan Torrey of Monson in the County of Hampshire yeoman plt. vs Levi Willard of Lancaster in the County of Worcester Gent. Deft. in a plea of the Case for that s^d Levi s^d Springfield on the first day of May 1761 being justly indebted to the s^d Jonathan the sum of five pounds 1/4 for so much by him the said Levi before that Time received of Harrison Gray Esq^r [Treasurer of the Province of the Massachusetts Bay] for the use of y^e said Jonathan he the said Levi then and there viz at said Springfield on said first day of May 1761 promised said Jonathan to pay him the same on Demand yet said Levi tho^o after requested hath never paid the same nor any part thereof but unjustly neglects it to the Damage of the said Jonathan eight pounds - The plt. appears - And the s^d Levi the Deft. by Joseph Hawley Esq^r by his attorney comes and defends & and says the plt. Writ is bad and ought to be abated because it is nowhere alledged therein that the plt. ever at any time made any particular and express Demand on the plt. of y^e money mentioned in s^d Writ which is therein averred to have been rec^d by y^e Deft. to the plt. use & hereupon y^e premises being inspected by the Justices nowhere and the same being fully understood the said Justices are of Opinion that the s^d Writ is good and well brought and the s^d Writ is not abated - And the Deft. comes and defends & and reserving Leave to alter his plea says that some of the Under Justices ought to account for the money which the plt. in his Writ supposes he has rec^d because they have had the benefit of it - And the plt. agreeing to the Deft. reservation says that by any thing alledged by the Deft. in his plea above pleaded he ought not to be precluded from having his against the Deft. maintained because he says the Deft. plea and the matters therein contained is an insufficient answer to his Declaration and that he has no need nor is held by the Law of y^e said to answer thereto which he is ready to verify and prays Judgment accordingly - And the Deft. says his plea is sufficient - Whereupon the premises being viewed and by the Justices now here fully understood it appears that the said plea of y^e Deft. above in bar pleaded is insufficient in Law to preclude the s^d Plt. from having his Action afores^d ag^t the afores^d Deft. as the afores^d Deft. has alledged - It is

It is therefore considered that the said Jonathan recover against the said Levi five pounds one shilling and four pence lawful money Damages and Cost of Court taxed at two pounds two shillings and a penny - The Deft. by his said Attorney appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he recognizes with Sureties as the Law directs for if Appellant prosecuting his appeal with Effect as by said Recognizance on file appears -

Charles } John Charles Junr of Brimfield in the County of Hampshire yeoman plt vs
Munger } El Nathan Munger of s^d Brimfield yeoman Deft. in a plea of the Case demanding twenty seven pounds 12^{sh} 4 on y^e Deft. note of the 23^d of March last and y^e Interest, as by y^e more fully appears - The plt. appears - The Deft. being three times publicly called to come into Court makes Default of Appearance - It is therefore considered by y^e Court that the John recover against the s^d El Nathan Twenty seven pounds sixteen shillings and four pence half penny lawful money Damages & Cost of Court taxed at one pound nineteen shillings and three pence - Exⁿ is^d June 8th 1762 -

Harris } Daniel Harris of Springfield in the County of Hampshire yeoman plt. vs Samuel
Moulton } Moulton of Brimfield in s^d County yeoman Deft. in a plea of the Case demanding sixteen pounds and four pence on the Deft. note of the 9th of June last & y^e Interest thereof - as is at large declared in y^e Writ - The plt. appears - The Deft. being three times called to come into Court makes Default of Appearance. It is therefore considered by the Court that the said Daniel recover against the said Samuel Seventeen Pounds Seventeen Shillings and two pence lawful money Damages & Cost of Court taxed at one pound ten Shill^{ings} & a penny - Exⁿ is^d 14th May 1762 -

Worthington } John Worthington of Springfield in the County of Hampshire Esq^r plt. vs Wm
Ton Esq^r } Tackles of Ware in s^d County yeoman Deft. in a plea of the Case demanding Two pounds 8^{sh} 10 on the Deft. note of the eighteenth of May last past & the Interest. as in y^e Writ is at large set forth - The plt. appears - The Deft. being three times publicly called to come into Court makes Default of Appearance - It is therefore considered by the Court that the s^d John recover against the s^d William Two pounds seven Shillings and nine pence lawful money Damages & Cost of Court taxed at one pound nine Shill^{ings} & nine pence - Exⁿ is^d 14th May 1762 -

Williams } Nathaniel Williams of Westfield in the County of Hampshire yeoman plt. vs Elias
Willard & } Willard of Storkbridge in the County of Berkshire yeoman and Amos Kellogg of Sheffield
Kellogg } in the same County yeoman Deft. in a plea that the said Elias and Amos render to Nathaniel Two hundred pounds which to him they owe and from him unjustly detain and whereon he says that at said Springfield on the 11th day of May Anno Domini 1759 the said Elias and Amos by their bond under hand & seals of that date in Court to be produced bound and obliged themselves by y^e names of Elias Willard and Amos Kellogg both of Sheffield in the County of Hampshire and Province of the Massachusetts Bay to the plt. in the Sum of Two hundred pounds to be paid to the said Nathaniel Williams on demand yet the s^d Elias and Amos or either of them have not paid s^d Sum or any part thereof tho' often requested but unjustly neglect it to the Damage of the said Nathaniel £200. - The parties appear - And by Agreement of y^e said Parties the Case is continued to the next Inferior Court of Common Pleas to be holden at Springfield within and for the County of Hampshire aforesaid on the Last Tuesday of August next to come -

William Smith of Springfield in the County of Hampshire yeoman plt. vs Eleanor Gunn of Great Warrington in the County of Berkshire Gentlewoman Widow & Relict of Stephen Gunn late of that Part of the then Town of Sheffield that is now the Town of Great Warrington afores^d Gent^d dec^d and Administratrix on the Estate of s^d Stephen Deft. in a plea of the Case for that said Stephen at s^d Springfield on the thirtieth day of December Anno Domⁱ 1738 owed the plt. six pounds lawful money for his the plt's Service in Riding Express from Springf^d to Fort Edward and from thence back again to Springfield at the Special Instance and request of the said Stephen before that time there done and performed for the said Stephen And the said Stephen then and there in consideration thereof promised the plt. that he would pay him y^e same on demand - And also for that whereas the said Stephen at said Springfield afterwards to wit the same thirtieth day of December Anno Domⁱ 1738 received of Harrison Gray Esq^r of Boston in the County of Suffolk Treasurer of this Province other six pounds lawful money for y^e Use of the plt. the said Stephen then and there in consideration thereof assumed on himself and to s^d William faithfully promised that he would well and truly pay him the same on demand yet s^d Stephen tho' often requested never fulfilled either of his s^d Promises to the plt. while he y^e s^d Stephen lived nor hath the said Eleanor paid either of said Sums or any part thereof to y^e plt. since the said Stephen's death tho' she hath been often thereto requested but neglects and refuses to do it to the Damage of the s^d plt. £15^s - The plt. appears. And the said Deft. by Joseph Hawley Esq^r her Attorney comes and defends & and says that the s^d Stephen dec^d never promised the plt. in manner and form as the plt. in this Writ has declared and thereof puts herself on y^e Country - And the plt. likewise doth y^e same - After a full hearing of the Parties and all things touching the Case being discussed It is committed to the Jury Mr. Daniel Cadwell foreman and fellows Who return their Verdict on oath that they find for the plt. the Sum of Six pounds lawful money Damages & Cost of Court - It is therefore considered by the Court that the said William recover ag^t the Estate of the said Stephen dec^d in the hand, and under y^e Administration of s^d Adm^r the Sum of Six pounds lawful money Damages & Cost of Court taxed at two pounds, nineteen Shilling, and six pence - The Deft. by her said Attorney appeals from the Judgment of this Court to the next Superior Court of Judicature &c to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of Sept^r. next & she recognizes with Sureties as the Law directs for her prosecuting this Appeal with Effect as by said recognizance on file appeareth -

Jam^s Hapard of Southington in the County of Hartford and Colony of Conne-
cticut in New England yeoman plt. vs Samuel Cook of Westfield in the County of Hampshire yeoman deft. in a plea of Debt demanding fifty pounds on the Deft^r bond of the 22^d of Sept^r. 1749. by which he bound himself to y^e plt. to pay him y^e same on demand - As y^e y^e Writ may be seen - The plt. by his Attorney appears. The deft. being three times publicly called to come into Court makes Default of Appearance - It is therefore considered by the Court that the said James recover against the said Samuel fifteen pounds six Shillings lawful money being y^e Sum due upon y^e shancery of s^d bond / Debt & Cost of Court taxed at two pounds two Shillings and eleven pence - Ex^{ra} ii^d 14th May 1762 -

John Banorff of Westfield in the County of Hampshire Gent. plt. vs Samuel Pike of Monson in s^d County yeoman Deft. in a plea of the Case demanding three Pounds 7^d for sundry Articles according to y^e Account on file which y^e Deft. refuses to pay agreeable to Promise as by y^e Writ may be seen at large set forth - The

The Plt. appears - The Deft. being three times publicly called to come into Court makes Default of Appearance - It is therefore considered by the Court that the said John recover against the said Samuel three pounds seven Shillings lawful money Damages and Cost of Court taxed at one pound ten Shillings and nine pence -

Lamb
Colton } Daniel Lamb of Springfield in the County of Hampshire yeoman plt. vs
Benjamin Colton of Springfield in s^d County yeoman deft. in a plea of Debt for that s^d Benj^a at said Springfield on the fifteenth day of April 1755 by his bond of that date under his hand and seal in Court to be produced did by y^e name of Benjamin Colton Jun^r bind himself to y^e Plt. to pay him sixty four pounds lawful money on Demand yet the deft. tho' often thereto requested hath never paid s^d Sum to the Plt. but unjustly neglects it to his Damage thirty pounds The Plt. appears - The Deft. tho' three times called to come into Court doth not come but makes Default - It is therefore considered by the Court that the s^d Daniel recover against the s^d Benj^a thirteen pounds nineteen Shillings and two pence lawful money (being y^e Chancery of y^e bond declared on) Debt and Cost of Court taxed at one pound ten Shillings and a pence - After all which the s^d Deft. by Cornelius Jones Gent his Att^r comes and appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next And he recognizes with Sureties as the Law directs for y^e Appellant's prosecuting his appeal with Effect as by said recognizance on file appears -

Wells
Hinds } Samuel Wells of Boston in the County of Suffolk Esq Plt. vs Joseph Hinds of Greenwich in the County of Hampshire yeoman deft. in a plea of Ejectment wherein the Plt. demands against the said Joseph one Messuage and fifty Six acres of Land lying and being in s^d Greenwich bounding west on Swift river South on y^e Country road partly and partly on Land of John Gibbs of s^d Greenwich Westerly on Land of Samuel Robinson late of Hardwicks Gent. northerly on Land of Samuel Smith of Hatfield with y^e Appurtenances of which y^e Plt. was seized & into which y^e Deft. entered and ejected him and hold him out - as by y^e Writ may be seen at large declared - The plt. by his Attorney appears - The Deft. being three times called to come into Court makes Default of Appearance - It is therefore considered by y^e Court that the said Samuel recover against the said ^{Joseph} one hundred & twenty two pounds lawful money (being y^e Sum due in equity in this case) Debt & Cost taxed at three pounds and five pence - & in law the s^d Joseph do not pay the s^d Sum of y^e Debt afores^d within two months, That then y^e s^d Samuel do recover ag^t s^d Joseph y^e Possession of y^e Lands and Premises aboves^d & he may have his Ex^{ts} thereof &c

Colton
Cooley } Charles Colton of Springfield in y^e County of Hampshire yeoman plt. vs Joel Cooley of s^d Springfield yeoman deft. in a plea of y^e Case for that y^e Deft at said Springfield on the 13th of April 1762 by his note for value rec^d promised s^d Charles to pay him six pounds 14/ on demand with lawful int^r yet y^e deft. tho' often requested has not paid y^e same to the plt but neglects it to his Damage seven pounds - The plt appears - The Deft. tho' three times publicly called to come into Court doth not come but makes Default - It is therefore considered by the Court that the s^d Charles recover against the said Joel six pounds fourteen Shillings and seven pence lawful money Damages and Cost of Court taxed at one pound five Shillings & eleven Pence - After

After all which the Deft. by Israel Cooley yeoman his att. comes into Court appeals from the Judgment of this Court to the next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he recognizes with Sureties as the Law directs for y^e Deft. prosecuting his appeal with Effect as by s^d Recognizance on file appears —

Ezra Strong of Westfield in the County of Hampshire yeoman plt. vs Isaiah Kingsley of y^e New Plantation called Number four in the County of Berkshire yeoman Deft. in a plea of the Case demanding 35/10 on y^e Deft. note of y^e 3^d of July last and y^e Interest and also seven pounds 5/ on y^e Deft. other note of y^e 24th of Nov. last and y^e Interest as in y^e Writ is at large declared. The plt. appears. The Deft. being three times publicly called to come into Court makes Default of appearance. It is therefore Considered by the Court that the said Ezra recover against the said Isaiah nine pounds Six Shillings & Six pence one farthing lawful money Damages and Cost of Court taxed at one pound thirteen Shillings and seven pence

Ezra Strong of Westfield in the County of Hampshire yeoman plt. vs Solomon King of the New Plantation called Number four in the County of Berkshire yeoman Deft. in a Plea of the Case for that said Solomon at s^d Springfield on the first of September last by his note for value rec^d promised y^e Plt. to pay him three pounds 14/ on demand with interest till paid yet tho' often thereto requested the Deft. hath not paid y^e same or any part thereof to the Plt. but neglects it to his Damage £5. The Plt. appears. The Deft. tho' three times solemnly called to come into Court doth not come but makes Default. It is therefore Considered by the Court that the s^d Ezra recover against the said Solomon three pounds Sixteen Shillings and nine pence lawful money Damages & Cost of Court taxed at one pound thirteen Shillings and seven pence. After all which the Deft. by Daniel Jones gent. his attorney comes into Court and appeals from y^e Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next & he recognizes with Sureties as y^e Law directs for y^e Appellants prosecuting his Appeal with Effect as by s^d Recognizance on file appears.

Eleanor Burt of Northampton in the County of Hampshire yeoman plt. vs Samuel Brooks of Springfield in s^d County Jun^r yeoman Deft. in a plea of y^e Case for that the Deft. at Springfield afores^d on the 21st day of Oct. Anno Domⁱ 1750 was indebted to s^d Eleanor in the sum of eight pounds 17/5 by book account for the several Articles of Amount contained in the Account on file then before that time sold and delivered by said Eleanor to said Samuel at his request all and every of which s^d Articles in s^d Debt contained were necessary for the Support & suitable to y^e Degree and quality of s^d Samuel & he s^d Samuel being so indebted then and there promised said Eleanor to pay him the same on demand yet tho' often requested the said Samuel hath not paid y^e same or any part thereof to the s^d Eleanor but neglects it to his Damage £11. The plt. appears. & the said Samuel the Deft. by Daniel Jones gent. his Attorney comes and defends & and says that he owes the plt. nothing in manner and form as the plt. in his Declaration hath alledged & of this puts himself on the Country. And the Plt. refusing to himself the Liberty of waving his Demand on the Tryal or y^e Appeal and then joining the Issue tendered says that the

Deft.

314
Burt
Brooks

Deft. plea aforesaid by the Deft in manner above pleaded is insufficient in Law and that he is under no necessity nor is held by the Law of the Lands to make answer thereto and this he is ready to verify and thereof prays Judgment and Judgment for his Damages & Cost And the deft. consenting to s.^d reservation says his plea is sufficient. Whereupon all and singular the Premises being viewed and fully understood by his Majesty's Justices now here and upon demure deliberation thereof had forasmuch as it appears to y.^e said Justices that the afores.^d plea of y.^e aforesaid Deft. by him in manner above pleaded and ^{in matters} therein contained is in Law good and sufficient to preclude the afores.^d plt. from having his action afores.^d agt. the afores.^d Deft. maintained It is therefore Considered that the s.^d plt. having nothing by his plea afores.^d but that for his groundless Claim he be in money & and it is further Considered that the s.^d Samuel recover agt. the s.^d Deft. the sum of £ lawful money for his Costs & Expenses in defending this Suit & — The plt. by John Warrington by his Attorney appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on y.^e fourth Tuesday of September next & he recognizes with Sureties as y.^e Law directs for the Appellant prosecuting his appeal with Effect as by s.^d Recognizance on file appears

Shaw
Wallis

William Shaw of Palmer in y.^e County of Hampshire yeoman plt. vs Jonathan Wallis of Brimfield in s.^d County yeoman deft. in a plea of the Case demanding five pounds 11/6 on y.^e Deft. note of the 13th of May last past & y.^e Interest as p.^d of Writ may be seen at large set forth — The plt. appears — The Deft. being three times publicly called makes default of Appearance in Court — It is therefore Considered by y.^e Court that the s.^d Will^m recover agt. y.^e s.^d Jon^s five pounds sixteen shillings and a penny lawful money Damages & Cost of Court taxed at one pound fifteen shillings & two pence

Stokwell
Smith

Abel Stokwell of Springfield in the County of Hampshire yeoman plt. vs Samuel Smith of Westfield in s.^d County yeoman & Miriam his Wife was late Miriam Ashley and is Executrix of the last Will and Testament of Noah Ashley late of s.^d Westfield by Deft. Deft. in a plea that they render to him Two pounds 11/8 — which he recovered agt. them by y.^e Judgment of Josiah Dwight Esq. of Springfield at a Court held by him y.^e on y.^e 21st of Aug^r last & as p.^d of Writ at large appears — The plt. appears — The Deft. being three times publicly called make Default of Appearance in Court. It is therefore Considered by the Court that the s.^d Abel recover agt. the Estate of s.^d Noah in the hands of s.^d Executrix Two pounds eleven shillings and eight pence lawful money Debt and Cost of Court taxed at one pound eleven shillings and seven pence

Ashley
et ux
Ward

Aaron Ashley of Springfield in y.^e County of Hampshire yeoman & Jerusha his Wife who was late Jerusha Morgan plt. vs Josiah Ward of s.^d Springfield yeoman deft. in a plea of the Case demanding three pounds 19/3 on y.^e Deft. note to y.^e s.^d Jerusha of y.^e 2^d Dec^r 1758 she being then sole unmarried, & y.^e Interest — as p.^d of Writ appears — The plt. by their Attorney appear — The deft. being three times publicly called makes Default of Appearance in Court — It is therefore Considered by the Court that y.^e said Aaron & Jerusha recover agt. the said Josiah four pounds fifteen shillings and eight pence three farthings lawful money Damages and Cost of Court taxed at one pound seven shillings & a penny —
Ex^{te} w.^d 27th Jan^y 1763 —

Keyes
Adm^r
Colton

Submit Keyes of Western in the County Worcester Gentlewoman Widow & Relict of David Keyes late of s.^d Western Gent^l dec^d & Adm^r on y.^e Estate of said David plt. vs Benjamin Colton of Brimfield in the County of Hampshire yeoman deft. In a

In a plea that the Deft renders to her eighteen pounds 13/3 which from her he unjustly ^{Keyes's} ^{Adm'r &} ^{Colton} detains whereon she says that at the Inferior Court of Common Pleas holden at Springfield on y^e. Last Tuesday of August last the s^d. David (then living) by y^e judgment of y^e same Court recovered ag^t. the s^d. Benjamin sixteen pounds 15/8 for his damages he paid one pound 7/7 for his cost & whereof s^d. Benjamin is Convent as by the Record thereof in P^r. Court remaining manifestly appears which judgment still remains in full force of s^d. David ~~in his life time~~ having never in his life time sued out the Writ of Execution thereon nor y^e. s^d. Benj^a any way satisfied y^e same before or since y^e. s^d. David's death - all which is more fully declared in the Plt^r. Writ bearing Date the 2^d. of April 1762 - The pl^t. by John Worthington Esq^r his attorney appears - The Deft. tho' three times publicly called to come into Court doth not come but makes Default &c. - It is therefore considered by the Court that the said Submit in her said Capacity recover against the said Benjamin eighteen Pounds thirteen Shillings and three pence lawful money Debt & Cost of Court taxed at one pound fourteen Shillings & three pence - After all which the said Benj^a by Cornelius Jones gent. his attorney comes into Court and appeals from the Judgment of this Court to the next Superior Court of Judicature &c. to be holden at Springfield within and for the County of Hampshire on the fourth Thursday of September next and the recognizes with Sureties as the Law directs for the Appellant's prosecuting his appeal with Effect as by said recognizance on file appears -

Hugh M^r. Masters of Palmer in the County of Hampshire yeoman pl^t. vs Samuel Glover of Springfield in s^d. County yeoman Def^t. in a plea of the Case demanding thirteen pounds 6/8. on y^e. Deft's note of y^e. 16th of April 1761. & y^e. interest as is at large declared in y^e Writ - The pl^t. appears - The Deft. being three times publicly called makes Default of Appearance in Court. It is therefore considered by the Court that the s^d. Hugh recover against the s^d. Samuel fourteen pounds three Shillings & eight pence lawful money Damages & Cost of Court taxed at 1. 10. 11. ^{Ex^r is? 8th June 1762.}

Samuel Kilborn of Monson in the County of Hampshire yeoman pl^t. vs Ben^t. Hitchcock Jun^r. of Springfield in s^d. County yeoman Def^t. in a plea of y^e Case demanding twenty one pounds 10/ on the Deft's note of y^e. 27th of Oct^r. 1759 as is in y^e Writ on file is at large declared - The pl^t. appears - The deft. being three times publicly called makes Default of Appearance in Court - It is therefore considered by the Court that the said Samuel recover ag^t. the s^d. Ben^rer eighteen Pounds ten Shillings lawful money Damages and Cost of Court taxed at one pound 10/11. ^{Ex^r is? 8th June 1762.}

Samuel Glover of Springfield in the County of Hampshire yeoman pl^t. vs Ben^rer Hitchcock Jun^r. of s^d. Springfield yeoman Def^t. in a plea of the Case for that s^d. Ben^rer at s^d. Springfield on the 12th of March 1756 by his note for value received promised said Samuel to pay him Sixty Six pounds 13/4 on demand at s^d. Ben^rer tho' often requested hath never paid the same or any part thereof to y^e. Pl^t. but unjustly neglects it to his Damage £80. - The pl^t. appears - The Deft. tho' three times publicly called to come into Court doth not come but makes Default &c. It is therefore considered by the Court that the said Samuel recover against the s^d. Ben^rer Sixty Six pound thirteen Shillings and four pence lawful money Damages and Cost of Court taxed at one pound four Shillings and eleven pence - After all which the deft. by Moses Bliss gent. his Att^r. comes into Court and appeals from the Judgment of this Court to the Superior Court of Judicature &c. to be holden at Springfield and

in and for the County of Hampshire on the fourth Tuesday of September next And heretofore with Sureties as the Law directs for y^e Appellant's prosecuting his Appeal with Effect as by v^d Recognizance on file appears ---

Parks
in
Seaward } Elisha Parks of Westfield in the County of Hampshire gent. plt. vs Aaron Seaward of Granville in s^d County yeoman deft. in a plea of the Case demanding Eleven pound, & Eight pence to balance accounts according to the plt's account on file or as y^e Writ appears. The plt. appears. The deft. being three times publicly called makes Default of Appearance in Court. - It is therefore Considered by the Court that the said Elisha recover against the s^d Aaron Eleven pound, & Eight pence lawful money Damages & Cost of Court taxed at one pound Eleven Shillings and Seven pence. Ex^{ra} is. 27th May 1762.

Kellogg
in
Adams } Martin Kellogg of Suffield in the County of Hampshire yeoman plt. vs Azubah Adams of Springfield in s^d County Spinster & Innholder Deft. in a plea of the Case demanding Seven pounds 4s on the Deft's note of the 9th of April 1761 by Interest. As y^e Writ at Large appears. The plt. appears. The Deft. being three times publicly called makes Default of Appearance in Court.

It is therefore Considered by the Court that the said Martin recover against the s^d Azubah Seven pounds thirteen Shillings & four pence one farthing lawful money Damages & Cost of Court taxed at one pound 9s like money Ex^{ra} is. 29th June 1762.

Ashley
App.
in
Lastman } Joseph Ashley Jun^r of Sunderland in the County of Hampshire yeoman and Under Sheriff in the County afores^d appellant vs Joseph Lastman of Amhurst in s^d County yeoman appellee. from the Judgment of Justice (hauncy) Esq one of his Majesty's Justices of y^e Peace for s^d County at a Court held by him on Wednesday the 24th Day of March last when and where the s^d Appellee was present and y^e s^d Appellant the deft. in a plea of Trespass for that s^d Joseph Ashley at Hadley in s^d County on the twenty Seventh day of February last past the plt. barn in y^e Hadley with force and Arms broke and entered and being so entered he s^d Joseph Ashley six hundred weight of the s^d plt. Hay of the value of twenty Shillings there and then being in s^d barn the deft. with force and arms took and carried away and many other wrongs and Injuries to the plt. then and there did Contrary to Law and against the King's Peace and so y^e Damage of s^d Lastman forty Shillings. At which Court of y^e Justice the s^d Joseph Ashley pleaded in his defence that he was not guilty in manner and form as the plt. in his Declaration has alleged and thereof puts himself on y^e trial & the Parties having been heard Judgment was rendered that y^e s^d plt. should recover ag^t the Deft. twenty Shillings for his Damages occasioned by y^e Trespass & 2s 1/4 allowed him for his Costs. from which Judgment the s^d Joseph Ashley Jun^r appealed to this Court or and now the s^d Parties come into Court. And after a full hearing upon y^e Issues tendered as above. The Case is committed to the jury Mr. Daniel Caldwell foreman and fellows who returned their Verdict therein that is y^e jury on their Oath say they find for the Appellee Affirmation of the former Judg^t in part viz for five Shillings lawful money Damages and all Cost of Court.

It is therefore Considered by the Court that the former Judgment be and hereby is affirmed in part that is to say so far that the s^d Joseph Lastman do recover against the said Joseph Ashley five Shillings lawful money Damages and Cost of Court taxed at 1s

John Sharpe gent and others p^lt^s vs Ephraim Perry Housewright de^ft in a plea wherein the p^lt^s demand certain Lands described in their original Writ as appears at large on Record of this Court at the last Term thereof. & the s^d P^lt^s by their Attorney now come into Court ~ And Thomas Buckminster of Brookfield in the County of Worcester gent. Who was vouched by the said by the said Ephraim at the s^d last Term of Court to the warranty of the premises demanded to him against the demand of the p^lt^s by John Worthington by his attorney now comes into Court and freely warrants to the said Perry the Lands afores^d with their appurtenances - This case at the motion of the plaintiffs is now further continued to the inferior Court of Common Pleas to be holden at Springfield within and for the County of Hampshire on the last Tuesday of August next -

{ Sharpe & al
vs
Perry -

John Sharpe gent. and others p^lt^s vs Ephraim Perry Housewright de^ft in a plea wherein the p^lt^s demand against the de^ft. certain Lands described in their original writ as at large appears on Record of this Court at the last Term thereof. And the said P^lt^s by their att^y now come into Court ~ And Thomas Buckminster of Brookfield in the County of Worcester Gent. who was vouched by the s^d Ephraim at the s^d last Term of the Court to the warranty of the premises demanded to him against the Demand of the p^lt^s by John Worthington by his attorney now comes into Court and here freely warrants to the said Ephraim the Land afores^d with the Appurtenances - And the case is now further continued at the motion of the p^lt^s to the next Inferior Court of Common Pleas to be holden at Springfield within and for the County of Hampshire on the Last Tuesday of August next -

{ same
vs
Perry

Timothy Phelps of Windsor in the County of Hartford and Colony of Connecticut in New England yeoman p^lt. vs Charles Colton of Springfield in the County of Hampshire yeoman de^ft. in a plea of the case for that the s^d Charles at a place called Hartford in Springfield afores^d on or about the 18th day of April 1757 the said Charles then and there being justly indebted to the s^d Timothy the sum of forty three pounds ten Shillings did then and there in order to pay s^d sum to the said Timothy due from the s^d Charles, the s^d Charles then and there sold and delivered to the said Timothy a Horse at the price of eight pounds and gave and executed to the said Timothy a note under his the said Charles' hand payable to him the said Timothy for the sum of four pounds two Shillings and to complete & pay to the s^d Timothy the remaining part of said sum of forty three pounds 10^s the s^d Charles then and there sold passed over and delivered to the said Timothy a certain note under the hand of Daniel Sanford then Jun^r of s^d Springfield now de^ft. made payable to Luke Hitchcock of Granville in s^d County yeoman [by the name of Luke Hitchcock the third of Springfield afores^d] then one of the Deputy Sheriffs of the s^d County which note was dated the eighteenth day of March 1755. for the sum of twenty eight pounds 1^s 5^d lawful money with Interest for the same by which said note there was then vis on s^d 18th day of April due from the said Daniel to the said Luke the sum of thirty one pounds 8^s principal with the Interest and the said Charles then and there to induce and persuade the said Timothy to take said note in part of payment of the s^d sum of forty three pounds 10^s due from the said Charles to the said Timothy as afores^d the said Charles then and there declared to the said Timothy that the s^d Daniel Sanford was a man of a good Estate and well able to pay the sum due from him to the said Timothy on said note whereby the said Timothy was induced and persuaded to take and receive said note of s^d Charles in part of payment of s^d sum due from s^d Charles to s^d Timothy as afores^d and in consideration thereof

{ Phelps
vs
Colton

thereof did then and there discharge the said Charles the sum due on s^d Note in part
 of s^d sum due to the said Timothy from the said Charles as afores^d. And altho the
 said Timothy by Virtue of a power of Attorney executed by the s^d Luke Hitchcock to
 the said Timothy on the said note commenced and bro^t forward against the said
 Daniel Parsons an Action in the name of the said Luke Hitchcock on the s^d Note to be
 heard and tried at the Inferior Court of Common pleas holden at Springfield in
 and for the County of Hampshire on the Last Tuesday of August A^d 1757 and on an
 Appeal from the Judgement of the said Inferior Court given in s^d Action to the Super-
 ior Court of Judicature holden at Springfield within and for the County of
 Hampshire on the fourth Tuesday of Sept: A^d 1757. The said Luke Hitchcock by
 Consideration of the Justices of the said Superior Court recovered a final judgement
 against the said Daniel Parsons on the said note for the sum of thirty one pence
 19/5 lawful money of the province of the Massachusetts Bay Damages and the sum
 of five pounds ten shillings and four pence both of just which said sum the
 said Timothy by Virtue of the s^d Power of Attorney from the s^d Luke Hitchcock was
 authorized and impowered to convert to his the said Timothy's own use without
 being accountable to the said Luke for the same or any part thereof altho the
 said Timothy on the seventeenth day of December 1757 obtained a Writ of Exec-
 ution out of the Clerk's Office of the said Superior Court of Judicature on s^d Judgement in
 due form of Law for said sums directed to the Coroner of the said County of
 Hampshire or his lawful Deputy which said Execution the s^d Timothy afterwards
 delivered to Robert Harris then Coroner of the said County of Hampshire Gent.
 And he by Virtue of s^d Execution on the twenty eighth day of February 1758 for
 want of goods Chattels or Lands of the s^d Daniel (whom then living) to be found
 in his the said Coroner's precinct did take the body of the s^d Daniel and him
 committed unto his majesty's Goal in said Springfield. The said Daniel Parsons
 upon application made by the keeper of s^d Goal to Josiah Dwight Esq^r & Samuel Ashley
 Esq^r then Two of the Justices of the peace for the s^d County due honor on s^d Daniel's
 behalf setting forth that the said Daniel complained that not having Estate
 sufficient to support himself in prison and pay prison Charges he s^d Daniel
 desired said Justices that he might have the benefit of the Act or Law of this
 province then in force intitled "An act for the Relief of poor prisoners for Debt
 and that the oath prescribed in said Act or Law might be by s^d Justices admin-
 istered to him the s^d Daniel for his Relief, had the oath afores^d administered to him
 the s^d Daniel by the s^d Justices on the 18th day of April 1758, and altho after
 Oath was administered to the s^d Daniel as afores^d the s^d Timothy paid to Mr.
 Isaac Colton then keeper of s^d Goal the sum of one pound twelve shillings for
 the support of s^d Daniel in s^d Goal for the space of ten weeks and four Days
 after his taking said oath in order to recover said sum of s^d Execution with
 the Coroner's fees thereon of the s^d Daniel yet said Daniel never paid said
 sum of s^d Execution nor said Coroner's fees thereon nor any part of s^d same
 but at the End of s^d Ten Weeks and four days on the s^d Timothy's failing to
 pay for the s^d Daniel's support and maintenance s^d Daniel was by said
 prison keeper set at Liberty and discharged from s^d Goal without paying
 the sum in said Execution mentioned and fees thereon or any part of s^d same
 And the s^d Timothy saith that the s^d Daniel hath never since paid s^d sum
 of said Execution nor said Coroner's fees thereon said fees being one pound
 nineteen shillings and nine pence or any part of the same to this day to wit
 which the s^d Charles was well knowing and had notice thereof Whenfore action
 aunes to the s^d Timothy at s^d Springfield to have and recover of the s^d Charles the

the sum of Execution being thirty seven pounds nine shillings nine pence
and one shilling and six pence for Writ of Execution and said Coroner's fees
being one pound nineteen shillings and nine pence and said one pound twelve
shillings paid for said Daniel's support and maintenance as aforesaid
amounting in the whole to forty one pound three shillings which said sum of
forty one pound three shillings the said Charles tho' often thereto requested neglects
and refuses to pay to the S^r Timothy to his Damage the sum of fifty pounds -
This Case is by agreement of the parties continued to the next Inferior Court of Common
Pleas to be holden at Springfield within and for the County of Hampshire on
the Last Tuesday of August next -

The foregoing Judgments and Orders were made
& entered up and then the said Court adjourned
without Day -

Teste W^m Williams Clerk -

N.B. The following Case was entered at the Court next proceeding and should
have been recorded on the Records of the same Court but if Writ
not being on file when the foregoing records were made it was
forgot -

Timothy Chase of Greenwich in the County of Hampshire yeoman plt. } Chase
vs Daniel Chase of the same Greenwich yeoman def^t. in a plea of Case for } in
that Whereas the plt. at divers days and times between the last day of } Chase
February A.D. 1758 and the last day of January last at Greenwich afores^d.
at the special Instance and request of the Def^t performed and afforded to y^e
Def^t the several Services and sold and delivered to the Def^t the several Goods and
Wares mentioned and specified in the Account annexed to the Writ he the def^t.
in consideration thereof then and there undertook and promised to the plt. y^t
he the def^t. would pay to the plt. so much money as the said Services and wares
so performed and sold by the plt. to the def^t were reasonably worth at the times
of doing & selling the same whenever after he the def^t. should be thereto required
And the plt. declares that the said Services and wares at y^e times of doing and
selling thereof were reasonably worth the several sums at which they are
severally set in the a/c above mentioned amounting in the whole to twenty
one pounds two shillings and one pence two farthings lawful money of
which the def^t. afterwards viz on the first of March last at Greenwich afores^d.
had notice yet the def^t. tho' often thereto requested hath not paid said sum or
any part thereof to the plt. but wholly deny to do it to the Damage of the
said Timothy thirty pounds - The Parties appear - And they enter into a
Rule of Court to refer this Case and all their book Accounts to Nathaniel Swight
Gent. and Stephen Fay yeoman mutually chose by the parties and John Colwell
Esq of Rutland district appointed by the Court Who are to hear the parties consider
the Case and all their Accounts and make report to this Court at the next term
thereof whose Determination or any two of them is to be final and the Case
is continued in the mean time - The foregoing is a true Entry as made
at y^e Term above -

W^m Williams Clerk -





